



Terms of Reference (TOR)

Terms of Reference (TOR) for onboarding a consulting firm for Baseline- field data collection: Rajasthan

Title	Installation quality verification and Baseline evaluation data collection of livelihood interventions in 61 sites in Rajasthan
Timeline	1.5 Months (Duration in Month and Days)
Expected area of expertise	Experience in Data Collection, Recruiting Enumerators and Training
Email and website	lawrence@selcofoundation.org and procurement@selcofoundation.org (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:

SELCO Foundation is a non-profit organization dedicated to field-based Research and Development and ecosystem building for the deployment of clean energy solutions aimed at alleviating poverty in tribal, rural, and urban poor areas. The organization collaborates closely with practitioners in the social sector, energy entrepreneurs, and partners from various developmental sectors. SELCO Foundation is a pioneer in delivering sustainable energy to India's underprivileged communities in a manner that fosters asset creation and long-term poverty alleviation. These sustainable energy solutions not only increase incomes but also improve the quality of life for individuals and families, ultimately leading to poverty reduction. With a mission to inspire and implement solutions that improve access to sustainable energy for underserved communities across India in a socially, financially, and environmentally sustainable manner, SELCO Foundation has been at the forefront of driving positive change.

In the last financial year (2023-2024), SELCO Foundation successfully deployed approximately 2000 Decentralized Renewable Energy (DRE) based livelihood solutions across various geographical areas including Karnataka, Odisha, Rajasthan, Jharkhand, Northeastern states, and others. These solutions empowered rural entrepreneurs by providing them with solar energy units and solar-powered livelihood appliances, broadly categorized into three sectors: Microenterprises, Animal Husbandry, and Agriculture.

As part of our ongoing efforts, SELCO Foundation is conducting a baseline evaluation study, and seeking to onboard an agency for field data collection.

2. Scope of Work

Intervention site location

State	District	Count of State
Rajasthan	Ajmer	9
Rajasthan	Alwar	4
Rajasthan	Anoopgarh	1
Rajasthan	Bhilwara	1
Rajasthan	Bikaner	7
Rajasthan	Bundi	5
Rajasthan	Churu	1
Rajasthan	Dausa	18
Rajasthan	Jhunjhunun	1
Rajasthan	Jodhpur	5
Rajasthan	Karauli	4
Rajasthan	Sirohi	4
Rajasthan	Sirohi	1
Total		61

Study Tool

Foundation has developed a digital survey form using a Survey solution application. The digital survey form is based on a comprehensive questionnaire covering the following aspects:

- Appointment section
- Consent process
- Intervention site details
- Intervention deployment and installation quality verification
- Entrepreneur profile
- Enterprise profile
- Production / Sales / Service
- Working hours
- Energy consumption, expenditures and disruption
- Revenue, expenditure and profits
- Effects of power outages on the performance of the enterprise
- Drudgery, health concerns, work hazards, and safety

The survey form is designed to capture quantitative and qualitative responses for about 200 questions. It includes provisions for attaching photographs, voice records, and GPS locations as needed.

Work and Assignment

The selected agency will be responsible for the following tasks:

- Recruiting resources for field data collection comprising enumerators, supervisors, and team leads.
- Organizing and ensuring participation in training sessions to ensure the team is equipped with the necessary skills and knowledge to carry out data collection activities effectively.
- Visiting all 61 intervention sites within a specified timeframe (three weeks from the date of inception) to collect baseline data.
- Ensuring the accuracy and completeness of data collection at each intervention site.
- Submitting a clean and organized dataset to SF upon completion of data collection.

3. Responsibilities

A. Recruitment and Training:

The consulting firm shall ensure the recruitment of enough field enumerators, field supervisors, and other personnel with relevant experience and qualifications. The field data collection team is expected to possess the following expertise:

- Excellent interviewing skills, particularly in the social and developmental sectors.
- Prior experience in conducting data collection and research activities.
- Proficient verbal communication skills in the local language.
- Flexibility and willingness to travel independently to various locations.
- Basic computer literacy and data entry skills. Prior experience with android data collection apps will be advantageous.
- Ability to maintain the integrity and quality of collected data.
- Commitment to maintaining confidentiality throughout the data collection process.
- Strong coordination skills to ensure effective teamwork and project management.

Specific Requirements:

- All field team members, including enumerators, must use their personal Android phones for data collection.
- Field enumerators must be prepared to ascend rooftops using temporary ladders or other supporting items in the absence of staircases to assess the quality of solar energy unit installations.

These specific requirements are crucial for ensuring efficient data collection and accurate evaluation of the installed solar energy units.

Organizing a Training Program:

The Consulting firm will organize a 2-day virtual training program for field enumerators and field supervisors. SELCO Foundation experts will provide the training sessions on the questionnaire and survey solution app. The consulting firm will ensure the following facilities are made available during the training:

- Enumerators/ supervisors equipped with proper internet connection.
- Complete participation of the enumerators/ supervisors during the training
- The enumerators/ supervisors are equipped with proper devices to attend the training

B. Data collection:

- Develop a comprehensive plan to visit all 61 intervention sites within the specified timeframe.
- Assign teams to different geographical areas to ensure thorough coverage.
- Gather quantitative and qualitative data in alignment with the provided baseline evaluation questionnaire.
- Uphold data integrity, accuracy, and consistency across all interventions.
- Ensure that field enumerators and supervisors strictly safeguard the login credentials of the survey solution app.
- Provide daily updates on the progress of data collection through the tracker sheet.

- Promptly communicate challenges and issues encountered during data collection to the SF Point of Contact.
- Maintain strict adherence to the agreed-upon timelines with SF.
- Submit a comprehensive project completion report by 7th June 2024 after the project's conclusion.
- Definition- "Data collection complete" – Marked as accepted data in the survey solution app, approved by the SF team.

C. Field Data Collection Process

Broad Activity	Responsibility	Specific activity
<i>Allocation of enumerator list and plan</i>	Team lead and Field supervisor	<ul style="list-style-type: none"> • Prepare district wise end-user list • Prepare field plan for each enumerator
<i>Seeking an appointment for site visit</i>	Field enumerator	<ul style="list-style-type: none"> • Initiate a telephone call to the end-user to schedule an appointment. • Enter appointment details in the appointment section of the tracker sheet. • Collect proper information from the end-user to reach the site. • If the number is unreachable, switched off, incorrect, or invalid, update the details accordingly in the survey solution app and tracker sheet. • Obtain correct end-user contact details from the SF Point of Contact and make another attempt to schedule an appointment. • Note: Enumerators shall not visit the site without first securing an appointment from the end-users.
<i>Site visit and Data collection</i>	Field enumerator	<ul style="list-style-type: none"> • Visit the site according to the scheduled appointment. • Activate GPS location on the phone before leaving the base. • Obtain consent from the respondent for data collection. • If consent is refused, conclude the interview and record details in the survey solution app. • Collect data at the site and record responses in the survey solution app, including photographs, GPS locations, and voice records. • Check for any missing information and errors. • Synchronize or submit the data to the server and proceed to the next site. • Document data collection details in the "data collection tracker sheet."

Data QC	Field Supervisor and the agency	<ul style="list-style-type: none"> • Quality check (QC) the received data and provide comments on errors made in the survey solution app. • Reject the data if any errors are found and ensure rectification by the respective field enumerators. • Approve the data if no errors are found during the QC process. • Record the QC details in the tracker sheet for documentation.
Data approval	SF data management team	<ul style="list-style-type: none"> • Download the "accepted" data weekly. • Review the downloaded data thoroughly. • Flag any errors and coordinate with the respective field supervisor or agency lead for rectification. • Once errors are rectified, approve the data for analysis. • Mark "completed" data in the tracker sheet to indicate its readiness for further processing.

Submission of Data:

- Compile and organize collected data into a clean dataset following the specified format and standards.
- Submit the dataset to SF within the stipulated timeframe.
- Provide any additional documentation or reports as required by SF.

4. Timelines:

The agency is expected to complete the baseline data collection within three weeks from the date of the project's inception.

Activities	Wk1	Wk2	Wk3	Wk4	Wk5
<i>Preparation</i>					
<i>Training</i>					
<i>Field data collection</i>					
<i>Completion report submission</i>					

5. Selection Criteria:

The evaluation of proposals will be based on the following criteria:

- Experience and expertise in conducting field data collection activities.
- Quality of the proposed methodology and approach.
- Demonstrated ability to meet tight deadlines.
- Cost-effectiveness of the proposed budget.

6. Confidentiality

All information provided in response to this TOR shall be treated as confidential and used solely to submit the proposals.

7. Disclaimer

Foundation reserves the right to accept or reject any or all proposals received without providing any reason for such action.

8. 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 mail on before 22nd May, 2024.

Any further queries please write to procurement@selcofoundation.org / lawrence@selcofoundation.org with a subject line: “**onboarding a consulting firm for Baseline-field data collection: Rajasthan**” (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.