



Terms of Reference (TOR)

Regional - Subject Matter Expert for Ecosystem Landscape Study: Exploring the Non-Timber Forest Products (NTFP) and Spice Sector for priority value chains to support and inform program design in Assam, Meghalaya and Mizoram

Title	Regional - Subject Matter Expert at NTFP and Spice value chain in Mizoram, Meghalaya & Assam.
Timeline	2 Months (Duration in Month and Days)
Expected area of expertise	Experience and Knowledge in NTFP and Spice sector and renewable energy sector
Email and website	https://forms.gle/Pc9Yd9AmKm2nDHV3A (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 Not-For-Profit organization that works towards sustainable development using sustainable energy as a catalyst. The organization innovates on developing solutions in the spaces of Livelihoods, Health, Education, Skills and Household Well-being. The solutions are developed through an ecosystem approach - technology, financial and social linkages, skill and capacity building and policy. The processes emerging through these developed solutions are replicated and scaled across India and the globe through strengthening on ground partnerships and stakeholders.

SELCO Foundation is engaged in exploring NTFPs & Spice Value chain this year and is committed to developing sustainable energy-driven technology solutions. Our objective is to enhance localized processing, diversify incomes, and mitigate the challenges faced across the NTFP and Spice value chain. We have focused on identifying technologies that cater to the needs of small and marginal farmers/ forest dwellers, native entrepreneurs, Farmer Producer Organizations (FPOs), Farmer Producer Companies (FPCs), Self-Help Groups (SHGs), and other stakeholders.

The primary goal of this initiative is to implement technology interventions and build an ecosystem that optimizes the utilization, processing, and value addition. This study aims to explore the potential of increasing returns from NTFP and spices through transformative and sustainable technologies and innovations.

2. Goals

The aim of this study is **to explore the potential integration of Decentralized Renewable Energy (DRE) driven technologies by examining the technology gaps and opportunities within the Non-Timber Forest Products (NTFP) & Spice value chain across Mizoram, Meghalaya, & Assam.** We seek the guidance of a subject matter/sectoral expert to lead this research.

This study will focus on analyzing real-world examples of sustainable and viable NTFP and spice value chains, with a particular emphasis on end-user centric approaches. By identifying ground-level problem statements, we aim to find out the opportunities for the adoption of DRE driven technology. Ultimately, our goal is to effectively enhance the community's sustainable income through the implementation of these technologies at the gaps identified, for solving the problems of end-users.

3. Objectives

This ecosystem landscape study seeks to gain a comprehensive and contextual understanding of the Spice and NTFP sector to identify and address specific problem statements or challenges, identify commodities and select nodal points with the potential for DRE driven technology interventions in the northeastern regions of Assam, Meghalaya and Mizoram. It intends to derive the scope for technology innovation specific to priority commodities in the Spice value chain. This is aimed at enabling access to sustainable, reliable and affordable local infrastructure to the community needs that yield economically viable products and empower those who adopt them, primarily producer and aggregator groups. This ELS will set the foundation for both Stage 1 innovation and stage 2 scale for the spice and NTFP sector.

- Understand current scenario in production/Collection, productivity, and processing of priority NTFP & spice value chains in Meghalaya, Mizoram & Assam
- Map stakeholders (Govt/CBOs/NGOs/MFIs/FIs), their ongoing interventions aligned with NTFP & spice value chains as priority areas.
- Enlisting priority NTFP and spice value chains and analyse utilisation pattern to estimate demand and potential impact of DRE driven technologies across all nodal point
- Map synergies with government and FI programmes / schemes for strengthening the sectors and livelihoods within the value chains in Meghalaya, Mizoram & Assam.

4. Scope of Work

1. Identification of Production Clusters & Produces:

- Map out & analyze NTFP/Spice clusters

- Assessment of Supply and availability of each Produces.
- Long list of NTFPs collected and sold / Spices produced and sold

2. Market Linkage and Demand Analysis:

- Analysis of market linkages
- Market demand trends
- Profit margins
- Accessibility to market selling points or collection points
- Evaluation of Supply Chain- key players, processes, and potential bottlenecks.
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3. Assessment of Tribal Vulnerability:

- Assess the vulnerability of tribal groups involved in collection and trade,
- Assessing socio-economic factors and potential risks.

4. Environmental Sustainability and Forest Conservation:

- Sustainable collection aspects
- Contribution to forest conservation
- Spices that support sustainable agriculture practices (crop rotation)

5. Project Fit:

- Understand the seasonality
- Develop strategies to ensure year-round production by diversifying across multiple NTFPs / Spices
- Explore the feasibility and potential of DRE
- Identify technology needs across the value chains
- Identification of Intervention Points by identifying gaps
- Ground partners working on this sector

6. Government Regulations Analysis:

- FRA and its implementation
- State forest acts/rules/guidelines & ground implementation

7. Resource Assessment (with a special emphasis on NTFPs):

- Resource assessment and their role in maintaining ecosystem integrity. NTFP and its impact on forest ecosystem services must be evaluated as a case study from 2 to 3 regions across a state based, community interaction, and discussion in the micro-level workshops involving different stakeholders. The support of local Forest Departments would be essential as they are the major stakeholders.

- Assess the status of raw material being extracted from the Meghalaya without primary, secondary and tertiary processing. Loss of manpower employment and household income need to be evaluated
- To explore the feasibility of setting up of a chain of energy efficient Common Community Facility Centers (CCFCs) for offering value additional hubs for primary and secondary processing.
- Climatic condition variability resulting from current NTFP extraction practices and how it is accelerating the climatic vulnerability.
- Assessment of the extent of carbon footprint resulting from harvesting to processing and marketing would be useful. How these have accelerated in the past decades will have to be documented.

Scope of collaboration for research as Regional SME

- The regional SME will be based out of the geography and provide in-depth knowledge of the state in relation to the NTFP and Spice Sector – and their relevant value chains
- Regional SME will support the SELCO Foundation regional team as a research guide to develop the operational framework of this ELS, with support from the Central Lead SME
- The regional SME should have a vast network of connection, network and communication with relevant sectoral stakeholders in the state and facilitate key conversations to gain crucial research insights
- The regional SME is envisioned to be a crucial external resource person for the regional team beyond this ELS to support the SELCO Foundation in validating programs and provide a support system

List of activities for Regional SME: (specific to the region)

- Co - lead & validation in the development of study methodology and research tools
- Co - lead & Validation in the ideation of creating an appropriate approach that addresses research questions capturing need & innovation needed at different points
- Defining Technological Gaps in NTFP & Spice value chain in the region and recommending suitable technological solutions.
- Lead the identification of regional sectoral experts to provide subject matter expertise for this research
- Support the creation of a networking channel for a working group of NTFP & spice experts – mapping of active NGO's/CSO's for potential partnership.
- Co – lead the selection of area for study
 - District Production cluster and collection points
 - Sample Size
- Review methodology and research inquiry tools (questionnaires etc.)
- Support data collection of selected sample size
 - Facilitate the collection of primary data from farmers, forest dwellers, collectors, producers across the area of study
 - Review and evaluate data collection and analysis

- Co – lead key stakeholder consultations with experts and focused group discussions with collectives
 - Government Departments and Representatives
 - Market Players
 - Civil Societies (with active projects in Spice and NTFP sector)
 - Innovators and Entrepreneurs
 - Farmer Producer Organization/Company/ Self Help Groups
 - MSME (Micro, small and medium enterprises)
 - Academic Institutions
 - Machine manufacturers - vendors in the spice and NTFP sector
- Advising on the specific challenges and opportunities presented in the value chain.
- Helping in outreach efforts to connect with farmers and Forest dwellers.
- Assisting in the interpretation and data analysis of collected data.
- Offering expertise on potential implications of findings.
- Advising on scalability challenges and solutions.
- Support the team in developing crisp research insights
- Co-author publishing of research outcomes

5. Requirement:

- 15+ years of experience in working across the NTFP and Spice sector
- Prior experience (preferred) and a keen interest towards the renewable energy sector and technology sector
- Willingness to travel and undertake field visits and interact with different stakeholders and partner organizations

6. Timelines and Proposed regions for research

Mizoram, Meghalaya & Assam

2 months of project to provide in-depth knowledge and research guide, The Agency / Consultant will be required to travel in multiple geographies for the work.

7. Selection Criteria:

The proposal will be evaluated based on the following general areas:

- Agency / Consultant will be evaluated on the basis of prior work experience, portfolio, and wide experience in NTFP and Spice sector
- Agency / Consultant to understand the core value and mission of the organization, Selco Foundation
- Agency / Consultant to understand the aims and objectives of the Ecosystem landscape study and Scoping NTFP and Spice value chain
- Agency / Consultant to have a qualified team with relevant experience
- Agency / Consultant to have prior knowledge of working with the NGOs
- The financial proposal will be evaluated based on approach & work plan, prior work experience, expertise, cost, and proposed payment terms.

8. Payment Terms:

Fixed as per the agreement between consultant and SELCO Foundation. Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

9. 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/Pc9Yd9AmKm2nDHV3A> on before 05th June, 2024.

Any further queries please write to procurement@selcofoundation.org with a subject line: “Central Lead - Subject Matter Expert in Mizoram, Meghalaya & Assam” (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.