



## Terms of Reference (TOR)

### Consultancy Service for Research and Assessment of the Transgender Community in Assam

<b>Title</b>	<b>ToR for Research and Assessment of the Transgender Community in Assam</b>
<b>Timeline</b>	split over a duration of <b>10 months</b> from <b>May 2024 to Feb 2024</b> , in a phase wise (Duration in Month and Days)
<b>Expected area of expertise</b>	Field-level research with the Transgender community / Presence and networks within the Transgender community across Assam
<b>Email and website</b>	<a href="https://forms.gle/WQWANAtbUhxxMGBC9">https://forms.gle/WQWANAtbUhxxMGBC9</a> (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:

Transgender individuals, representing diverse gender identities, often face significant challenges due to historical marginalisation. Their experiences are compounded by socio-economic hurdles such as limited access to educational and healthcare facilities, institutionalised gender-based discrimination, lack of safe shelters etc. These hurdles persist even when they seek alternate livelihoods and often become barriers in accomplishing so.

SELCO foundation has been working on the livelihood development of the transgender community since the pandemic in 2020, with the first set of implementations in Tamil Nadu with ground partners like Swasti, COROAT, DC Offices in Trichy, Madurai and Chennai. In August 2022, the foundation expanded its transgender program to Karnataka, specifically in the districts of Bidar and Chikkaballapur with ground partners Sangha Mitra Seva Sangha and Nisarga NGO respectively. To date, SELCO has implemented 73 DRE livelihood solutions for transgender people across the sectors of agriculture, animal husbandry and micro businesses.

SELCO Foundation has recently partnered with Akam Foundation (transgender-led registered not-for-profit organisation from Assam) to design a 1-year program focusing on building the ecosystem for 'Energising Transgender Livelihoods' across five shortlisted districts in the state of Assam.

The program will focus on using 'Decentralised Renewable Energy (DRE)' as a catalyst for the livelihood development of the transgender community in Assam. The program is designed to provide sustainable, scalable and tailored livelihood solutions that directly address these disparities. By focusing on livelihood development and economic empowerment, SELCO, along with Akam, seeks to offer transgender individuals not just a means to earn a living but also a path to dignity, self-reliance and an opportunity to become future ambassadors of sustainability.

## 2. Goals and Objectives

SELCO Foundation and Akam Foundation are keen **on building the ecosystem for 'Energising Transgender Livelihoods' across the five districts in Assam** by collaborating with various stakeholders working with the transgender community across the state.

Some of the key objectives of the program are as follows:

- To conduct primary and secondary research to understand the demographics, socio-economic profiles, problem statements, energy gaps, viability of various livelihoods, etc., for the transgender community across five districts in Assam that have been jointly selected by SELCO Foundation and Akam Foundation.
- To promote awareness and training on various DRE livelihood solutions that can be adopted by the community.
- To pilot need-based DRE-driven livelihood solutions across sectors of food processing, textiles & crafts etc with select transgender individuals from the five districts.
- To collaborate with key ecosystem stakeholders, including CSOs, government departments, financiers etc. across Assam to design joint programs, exchange best practices, inform policy and catalyse the livelihoods of the transgender community across the state.
- To jointly create replicable toolkits and guidelines for the adoption of DRE-driven livelihood solutions by the transgender community across the North East.

Some of the key intended impacts on the transgender community in Assam are as follows:

- Create livelihood opportunities by enabling access to alternate livelihoods for the Transgender community through entrepreneurship and livelihood development.
- Financial independence through consistent income generation of a minimum of Rs 15,000 per month through an alternate livelihood.
- Access to clean energy to mitigate future climate risks.
- Access to financing through bank loans and government schemes for transgender people

- Improved self-reliance, resilience and social acceptance
- Creation of Future Sustainability Ambassadors within the transgender community.

### 3. Scope of Work

To realise the above impacts, SELCO Foundation intends to leverage a consultant's experience in conducting the following activities during different phases of the program :

#### **Phase 1 - Secondary and Primary Research**

Livelihood Need Assessments (selected transgender individuals across the five districts)

#### **Phase 3 - Post-implementation Insights and Interim Assessment**

#### **Please note:**

**Phase 2** consists of deployment of various DRE-based livelihood solutions across 10 end user sites, based on the research and need assessments conducted during Phase1.

### 1. Secondary and Primary Research (Phase 1)

In line with our commitment to promoting inclusive development and empowerment, this research initiative adopts a comprehensive approach to understanding and addressing the challenges and opportunities faced by the transgender community in Assam. The research is to be based on the **Space-Segment-Sector framework** to systematically analyse the socio-economic dynamics, cultural nuances and livelihood aspirations of transgender individuals across different spatial contexts, demographic segments and economic sectors.

By exploring these dimensions in tandem, we seek to inform **evidence-based interventions and policy recommendations that are tailored to the diverse needs and realities of transgender communities in both state-wide and district-specific contexts.**

#### **Scope of the Activity -**

#### **SPACE: (Transgender State and District Level Ecosystem)**

##### **State Level Research:**

- Explore the transgender landscape across Assam to understand the overarching socio-economic dynamics, cultural nuances and demographic trends shaping the community's livelihood opportunities and challenges.
- Identify overarching patterns and trends at the state level, informing broader strategies for inclusive development and empowerment.

##### **District Level Research:**

- Delve into the unique socio-economic and cultural contexts of five districts in Assam, examining localised factors influencing transgender livelihoods and energy access.
- Provide district-specific insights to guide targeted interventions and policy recommendations, aligning with local needs and priorities.

##### **SEGMENT (Transgender Community Analysis):**

- Conduct a nuanced analysis of the transgender community's diverse identities, experiences and aspirations, ensuring inclusivity and sensitivity to intersectional factors such as gender identity, caste, class and geography.

- Explore the challenges and opportunities faced by transgender individuals in accessing livelihood opportunities, with a focus on promoting dignity, equity and social inclusion.

#### **SECTOR (Livelihood Suitability Assessment):**

- Assess the suitability of various livelihood options for transgender individuals, considering market demand, technological feasibility and social acceptance.
- Identify emerging livelihood sectors and niche opportunities that align with the skills, interests and aspirations of the transgender community, promoting sustainable and dignified economic empowerment.

#### **Research Methodology-**

Develop a comprehensive research methodology that integrates spatial, segmental and sectoral considerations, ensuring a holistic understanding of the transgender community. Employ a mix of quantitative and qualitative research methods, including surveys, interviews, focus group discussions and participatory techniques, to capture diverse perspectives and experiences. Prioritise ethical principles such as informed consent, confidentiality and respect for diversity throughout the research process, ensuring the protection of participants' rights and well-being.

#### **Expected Outputs**

1. Deliver comprehensive **research reports synthesising findings and recommendations** for spatial, segmental and sectoral dimensions.
2. Develop **PowerPoint presentations summarising key insights and recommendations** for dissemination to stakeholders.
3. Other output formats and dissemination channels will be selected based on mutual agreement and strategic considerations.

Provide **access to all collected data**, including Excel sheets, raw survey data, interview recordings, transcripts, photographs and secondary analysis documents.

#### **2. Livelihood Need Assessments (Phase 1)**

The livelihood needs assessments will be conducted with selected transgender individuals across the five districts. Through the assessments, we seek to understand **the suitability of solutions based on their basic profile, geographical location, socio-economic data, existing livelihood and future livelihood aspirations, potential market linkages, financial feasibility, and other relevant factors**. These assessments will inform the viability of various solutions and the development of business models for these individuals.

#### **Scope of the Activity-**

- Visiting and conducting **need assessments at the 10-12 selected transgender sites**.
- Collecting the information on the following, as per the template developed by SELCO Foundation.
  - a. The **basic profile** of the individuals includes name, age, gender identity, education qualifications, etc.
  - b. **Socio-economic data** such as family background, residential status, income etc.
  - c. **Existing livelihood**, working hours, problem statements etc.
  - d. Future livelihood **aspirations, needs** etc

- e. Existing **energy gaps** and need for DRE for livelihoods etc.
- **Compilation and analysis** of all the information collected from the 10-12 sites.

#### **Expected Outputs-**

1. Deliver **one comprehensive report summarising the key insights and learnings** from the need assessment conducted at 10-12 sites.
2. Deliver **individual site visit reports for each site** containing a compilation of the information collected on site with relevant images and videos of the interactions and analysis of the information.
3. Other output formats will be selected based on mutual agreement and strategic considerations.
4. Provide **access to all the collected data**, including Excel sheets, videos, transcripts, photographs etc

### **3. Phase 3 - Post-implementation Insights and Interim Assessment**

The objective of this activity is to **gather insights and assess the initial impact of the DRE powered livelihood solutions** deployed with 10-12 transgender individuals, both at the community and individual levels. The learnings gathered from this assessment will inform the future iterations of the program.

#### **Scope of the Activity-**

- Visiting the 10-12 selected transgender sites and conducting a **comprehensive post-installation assessment and preliminary impact of the deployed solutions**.
- Collecting the information on the following, as per the template developed by SELCO Foundation

#### **Livelihood Details**

- a. Solution typology and ownership model
- b. Income levels before and after DRE solution deployment.
- c. Increase in income attributed to DRE livelihood solutions.
- d. Changes in employment status (e.g., full-time, part-time, self-employed).
- e. Frequency and duration of DRE technology usage for livelihood purposes.
- f. Any challenges faced in operating and maintaining the technology.
- g. Impact of improved energy access on livelihood activities.

#### **Social Impact and Quality of Life**

- A. Perception of overall well-being and quality of life.
  - B. Changes in access to basic amenities (e.g., healthcare, education)
  - C. Changes in social acceptance and inclusion within the community.
  - D. Participation in community activities and decision-making processes.
- Gathering insights to understand the **journey of each individual, any emerging challenges** at the community and individual levels, **feedback and recommendations** for future interventions and support needed etc.
  - **Qualitative and quantitative analysis** of all the information collected from the 10-12 sites.

#### **Expected Outputs-**

- Deliver **one comprehensive report summarising the learnings and post install impact assessment** of the 10-12 sites.

- Deliver **individual site visit reports for each site** containing a compilation and analysis of the information collected on site with relevant images and videos of the interactions.
- Deliver **one case study deck/presentation (graphical/illustration)** that can be shared with external stakeholders.
- Other output formats will be selected based on mutual agreement and strategic considerations.
- Provide **access to all the collected data**, including Excel sheets, videos, transcripts, photographs etc.

**Please Note:** While the above are some of the outputs mentioned, the deliverables will be detailed based on the emerging program design. A progress review will be scheduled every week.

#### 4. Timelines:

The consultancy will be **split over a duration of 10 months from May 2024 to Feb 2024**, in a phase wise manner as follows.

**Phase 1** - Secondary and Primary Research + Livelihood Need Assessments

**Duration :** 4 months from May to August 2024

**Phase 3** - Post-implementation Insights and Interim Assessment

**Duration :** 3 months from December to February 2024

**Please note:** The 3 months between August to December 2024 will not be considered for the consultancy fee payment. The provided timeline is tentative and subject to change based on program progress, however, consultants will be compensated for the months during which they are actively engaged in work.

#### 5. Requirement

- The proposal and quotation should be inclusive of all necessary taxes and costs applicable.
- All relevant files, including *editable versions of the deliverables*, need to be provided by the consultant. SELCO Foundation has the right to use the materials as per their needs.
- Kindly mention your name, address, contact information along with correct bank details and signature in the proposal and quotation.
- For Enterprises - Please ensure you have a valid GST Number, irrespective of your registered company (Trust, NGO, For Profit)
- SELCO Foundation is open to onboarding multiple consultants who may be interested and/or have expertise in working on a specific part of the scope of work mentioned in the TOR.

#### 6. Selection Criteria:

- Minimum 2 years of experience in carrying out field-level research with the Transgender community, with knowledge on the usage of relevant tools/methodologies including focus group discussions, community surveys etc.
- Existing/ongoing work with the Transgender community on either one or all aspects including awareness, healthcare, education, livelihoods etc.

- Proven experience in field level data collation and analysis, documentation, impact assessment (in different mediums).
- Having significant ground presence and networks within the Transgender community across Assam, especially in the districts of Kamrup Metro, Kamrup Rural, Kokrajhar, Dibrugarh, Karbi Anglong.
- Based out of Assam and fluent in the local languages of the state.
- Willingness to travel to selected districts for one or more days as required.

## 7. Payment Terms:

Fixed as per the agreement between consultant and SELCO Foundation. Please provide your proposal and quotation for the above-mentioned program requirements.

## 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 google form <https://forms.gle/WQWANAtbUhxxMGBC9> on before 24th May, 2024.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: “Research and Assessment of the Transgender Community in 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.