

Terms of Reference (TOR) for onboarding a consulting firm for field data collection

Project Title: Baseline data collection to monitor the implementation of the Energy for Health program interventions

Title	Baseline data collection to monitor the implementation of the Energy for Health program interventions
Timeline	75 Days
Expected area of expertise	Professional Data Collection Agency
Email and website	https://forms.gle/Hg3tgp19NRbDQJ8s8 Applied Link

About SELCO Foundations.

SELCO Foundation is a not-for-profit organization which is focused on field-based Research and Development and ecosystem building for deployment of clean energy solutions that alleviate poverty in tribal, rural and urban poor areas. The organization works closely with practitioners in the social sector, energy entrepreneurs and partners from various developmental sectors. SELCO Foundation has pioneered the delivery of sustainable energy to the poor in India in a manner that creates assets and results in long term poverty alleviation. These sustainable energy driven solutions increase incomes, improve quality of life, and alleviate poverty.

SELCO Foundation has launched a program to strengthen delivery of healthcare for over 170 million people by reliably and sustainably powering 25,000 public health facilities in remote, rural, climate and socio-economically vulnerable regions across 12 states in India by 2026. As part of its internal evaluation process SELCO Foundation is conducting baseline data collection on the implementation of the Energy for Health program interventions.

Scope of Work/Assignment

The TOR's objective is to bring on board an agency to collect baseline data for the SELCO Foundation Energy for Health intervention. The agency is required to provide a comprehensive work plan and/or movement plan before beginning data collection, along with daily updates on the status of data collection in the state and the real-time sharing of data. It's important to emphasize that the data will undergo validation, and in case of any discrepancies, enumerators and supervisors are expected to communicate with the centre to resolve and rectify them.

The agency's main responsibility is collecting data at listed Energy for Health sites. The agency will work under the technical supervision of the Program Manager – Monitoring and Evaluation, SELCO Foundation.

The agency's specific responsibilities include –

- Recruitment, supervision and replacement (if required) of enumerators in their team, to ensure that the quality standards set during the training are met
- Providing translation support during the training
- Submitting a detailed field data collection work plan and/or movement plan
- Ensuring that the enumerators have appropriate digital devices for data collection
- Providing daily updates on the data collection process using a tracker sheet
- Flagging challenges and issues faced during data collection immediately to the SELCO Foundation PoC
- Maintaining strict adherence to the timeline agreed upon with SELCO Foundation

SELCO Foundation will be responsible for:

- Providing the data collection tools in both English and Mizo
- Providing access to the app that will be used to collect data
- Providing training on the data collection components, which are observations, staff and patient surveys, and data entry from the facility registers

Tasks, activities and deliverables.

Field Supervisor:

- Participate in an in-depth training on the data collection tool.

- Plan field data collection activities with enumerators.
- Update the tracker sheet daily.
- Flag challenges and issues faced during the data collection to the SELCO Foundation PoC.

Field enumerators:

- Participate in an in-depth training on the data collection tool.
- Collect data ensuring:
 - Good quality data is collected
 - Confidentiality is maintained
 - All sections of the questionnaires are filled out

Location / Sites

District	No of sites
Aizawl	7
Champhai	4
Hnahthial	1
Khawzawl	4
Kolasib	1
Lawngtlai	25
Lunglei	23
Mamit	7
Saitual	4
Serchhip	6
Siaha	6
Total Sites	88

Qualifications of the data collection team

Field Supervisor:

- Excellent interviewing skills especially in the social / developmental sector (required).
- Prior experience in data collection and research activities (required).
- Excellent verbal communication skills in local language (required).
- Good coordination skills (required).

Field enumerators:

- Excellent interviewing skills especially in the social / developmental sector (desired).
- Prior experience in data collection and research activities (desired).
- Excellent verbal communication skills in local language (required).
- Flexible and willing to travel independently in remote regions (required).

Note: The agency will submit the list of enumerators with their CVs and copies of qualification certificates.

Payment terms

Disbursement	Milestone
50%	Signing of the service Agreement
25%	Submission of the 50% work completion report on all the activities as per agreed quality parameters
25%	Submission of the Balance 50 % of work completion report on all activities as per agreed quality parameters

Duration of the project

- The project will be divided into 2 phases. The first phase will consist of facilities in Aizawl, Champhai, Hnahthial, Khawzawl, Kolasib, Saitual and Sercchip districts. After data collection for each phase has been completed, the agency will have one week to share the final data in the format requested by SELCO Foundation. SELCO Foundation will then take one week to validate the data.
- The timeline for the 2nd phase will be agreed upon between the agency and SELCO Foundation at the time of signing the contract. After the 2nd phase of data collection is completed, the agency will again have one week to share the final data in the format requested by SELCO Foundation. The final week of the project will consist of validation of the data collected in the 2nd phase by SELCO Foundation.

Field Data Collection Process

Broad Activity	Responsibility	Specific activity
<i>Allocation of enumerator list and plan</i>	Agency	<ul style="list-style-type: none"> ● Prepare field plan for each enumerator
<i>Seeking an appointment for site visit</i>	Field enumerator	<ul style="list-style-type: none"> ● Initiate a telephonic call to the facility staff to fix an appointment and update the tracker sheet
<i>Site visit and Data collection</i>	Field enumerator	<ul style="list-style-type: none"> ● Visit the site ● Take consent of the respondent for the data collection ● Collect the information
<i>Data QC</i>	Field Supervisor	<ul style="list-style-type: none"> ● Monitor the quality of the data received and, provide comments on errors, and get them rectified if possible ● Approve the data if no errors are found ● Record the QC details in the tracker sheet ● Record data collection details in the “data collection tracker sheet”
<i>Data approval</i>	SELCO Foundation data management team	<ul style="list-style-type: none"> ● Review the data ● Flag errors and have them rectified by the field supervisor ● Mark completed data in the tracker sheet

Proposal procedure

Interested agencies should apply by presenting the following documents.

Technical proposal:

- Field team details and size: We expect one enumerator to complete not more than 3 sites per day. Additionally, each enumerator should not be assigned more than 14 facilities in hilly regions, and 20 facilities in plains regions.
- Timeline
- Foreseeable risks and mitigation strategies.

Financial proposal:

Interested agencies are requested to use the following format for sharing the financial proposal

SI #	Title	Budget Specific	Units	Cost per Unit	No. of Units	Total
1	Data Collection charges*	Data collection charges per facility	Per facility		-	
2	Training	Cost of venue per day (includes hall, lunch and tea/coffee)	Per day		-	
3	Total					
4	Applicable taxes					
5	Grand Total					

* Enumerator accommodation and travel will be reimbursed on actuals, as long as they do not exceed the limits set by SELCO Foundation.

1. 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/Hg3tgp19NRbDQJ8s8> on before 17th Aug, 2024.

Any further queries please write to procurement@selcofoundation.org with a subject line:

“Baseline data collection to monitor the implementation of the Energy for Health program interventions” (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**
 - . 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.
 - . 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
 - . 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.

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.

0. 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.

0. Observance of Law:

- . The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- . 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.
- . 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

0. 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.

0. Force Majeure:

- . *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
 - . 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*.
 - . 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.
 - . 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.
- 0.** 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.
- 1. Settlement of disputes:**
- . The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.