



Terms of Reference (TOR)

Terms of Reference (TOR) for Assessing Energy Gaps and Developing a Sustainable FPO Model in Dairy Value Chains in Balesar, Odisha

Title	Enhancing Dairy Value Chains in Balesar, Odisha: Assessing Energy Gaps and Developing a Sustainable FPO Model
Timeline	2 Months (Duration in Month and Days)
Expected area of expertise	<ul style="list-style-type: none">• Expertise in developing a robust dairy value chain.• Understanding clean energy solutions and technology for Dairy Sector and FPO Practices.• Experience in research analysis and assessments in Agri / Dairy value chain
Apply Link	https://forms.gle/ShuW9v36fYot9u5s8 (Apply to Procurement 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: Sustainable Dairy Value Chain Development Program in Odisha -

SELCO Foundation seeks to empower rural communities in Odisha by improving the sustainability and efficiency of the dairy value chain. Daridra Narayana Farmer Producer Company Limited (DFPCL), a local dairy cooperative, faces challenges in maintaining milk quality due to infrastructure constraints, power outages, and long distances between farmers and collection points.

2. Goals and Objectives

The program aims to understand the current dairy ecosystem for the Daridra Narayana FPO in order to develop a comprehensive plan for unlocking key stakeholders and creating an enabling ecosystem for dairy production.

The main objectives are:

- **Assess the energy gaps within the DFPCL's dairy value chain.** This involves identifying areas where energy inefficiencies and power outages impact milk quality.
- **Develop a sustainable FPO model incorporating efficient, clean energy-based cold chain technologies.** This includes recommending solutions to improve milk collection, storage, transportation, and processing using renewable energy sources.
- **Enhance farmer incomes and improve milk quality in the region.** By addressing gaps and implementing sustainable practices, the program aims to increase the profitability of dairy farming and improve the quality of milk produced by the DFPCL.

3. Scope of Work

The selected Agency will work closely with SELCO Foundation team to achieve the program's objectives. The scope of work includes:

Dairy Value Chain Analysis:

- Conducting a comprehensive evaluation of the DFPCL's dairy value chain, analysing production, collection, processing, and distribution processes including a brief understanding of the business practices and incomes.
- Identifying energy consumption patterns and pinpoint areas where energy inefficiencies and power outages impact milk quality.
- Assessing the feasibility of integrating clean energy-based cold chain technologies at the DFPCL level.
- Developing a sustainable FPO model incorporating these technologies and best practices for energy management.

Proposed Regions : Odisha

Milk collection centers in Balesore, Odisha, (within a 150 km radius)

4. Deliverables:

- A **detailed report** outlining the findings of the value chain assessment, including energy consumption patterns, identified energy gaps, and potential solutions.
- A techno-economic **feasibility study** for integrating clean energy-based cold chain technologies.
- A **proposed FPO model** for sustainable dairy operations with efficient cold chain management.
- A brief understanding of the **business model** and economics of the dairy FPOs income and projected earnings.

5. Requirement:

- Experience in conducting value chain analysis in Agri / Dairy systems
- Knowledge of Dairy production, processing, and marketing is preferable
- Strong analytical and research skills
- Excellent written and verbal communication skills
- Experience working in rural areas and with diverse stakeholders

6. Timelines:

The consultancy will be offered for 2 Months, once the onboarding is complete.

7. Selection Criteria:

The technical proposals will be evaluated based on the following general areas:

- a. **Expertise in past relevant work:** Agency with a minimum of 5 years of experience in Agri / Dairy value chain analysis and energy assessments.
- b. **Proven Track Record:** Prioritize agency with a track record of analysis and developing strategy for Dairy value chain particularly those focused on clean energy technology solutions for the dairy sector and socio-economic development through technology.
- c. **Knowledge and understanding:** Experience in FPO development and best practices and qualifications in the dairy industry.
- d. **Team:** The proposal needs to include CVs of key personnel / organizational credentials, past work samples, and detailed costing.
- e. **Workplan:** charts showing timelines and dependencies as well.
 - Proposal including approach and methodology
 - Workplan
 - A detailed budget for the deliverables
 - Sample examples of past work and other supporting documents based on the criteria of selection

The proposals will undergo internal review and evaluation. If they align with our requirements and selection criteria, further correspondence will be communicated.

8. Payment Terms:

Mutual agreed as per the agreement between consultant and SELCO Foundation.

Provide split costs as follows:

Please provide your proposal and quotation for the below-mentioned program requirements. Capture Timelines and Split cost wherever possible.

Sl. no	Items	Unit cost	Total
1	Professional fee		
2	Develop Tools, Questioners Design Preparation and printing details and cost (if any)		
3	Logistics (fuel, stay and food)		
4	Post-Research Reports and Findings		

Please provide a break-up of the costs as per quotation for the service provided on an official letterhead with signatures and stamps, wherever needed.

Please mention your name, address, contact information along with correct bank details and signature in the agreement quotation.

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/ShuW9v36fYot9u5s8> on before on **04th Nov, 2024.**

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Assessing Energy Gaps and Developing a Sustainable FPO Model in Dairy Value Chains in Balesar, Odisha”** (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.

Sl. No.	Name	DAILY ATTENDANCE FOR														THE MONTH OF September-20														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	01	02	03	04	05	06	07	08	09	10	11	12	13	14
1.	Ajay [Bhatnagar]	Time-in	[Handwritten notes]														[Handwritten notes]													
		Time-out	[Handwritten notes]														[Handwritten notes]													
		Sig.	[Handwritten signatures]														[Handwritten signatures]													
2.	Raja [Chakraborty]	Time-in	[Handwritten notes]														[Handwritten notes]													
		Time-out	[Handwritten notes]														[Handwritten notes]													
		Sig.	[Handwritten signatures]														[Handwritten signatures]													
3.	Yadav [Jyoti]	Time-in	[Handwritten notes]														[Handwritten notes]													
		Time-out	[Handwritten notes]														[Handwritten notes]													
		Sig.	[Handwritten signatures]														[Handwritten signatures]													
4.	Rajay [Hirala]	Time-in	[Handwritten notes]														[Handwritten notes]													
		Time-out	[Handwritten notes]														[Handwritten notes]													
		Sig.	[Handwritten signatures]														[Handwritten signatures]													
5.	Agarwal [Meghna]	Time-in	[Handwritten notes]														[Handwritten notes]													
		Time-out	[Handwritten notes]														[Handwritten notes]													
		Sig.	[Handwritten signatures]														[Handwritten signatures]													

Their previous experience aligns more closely with our Terms of Reference and the organization profile, making them more relevant to us than the other proposals.

TRIDOTS TECH PVT LTD

Tridots Tech,

a dedicated professional web n' software company is specialized in developing and supporting a wide range of online business platforms for players exceeding expectations, began its commitment in 2006 and termed as private partners in 2015, applying cutting-edge

technology to build powerful web applications, making many startups and SME's achieve their dreams effectively in the digital market, surpassing competitors.

At Tridots Tech we believe in standing out as a unique web design development company by insisting on pushing the boundaries of satisfactory performance, and by delivering work of the highest quality on-time and on-budget.

To create a SELCO Foundation an Online MIS portal to capture, monitor and assess organisation's programs and projects.

Online data management platforms for end-user data and impact and ERP for accounts and finance

This will be used to also measure efficiency and delegate tasks.

This MIS will be integrated with the existing ERP To link projects and numbers with financial tracking

Monitoring & supervision of programs across the Selco Foundation

Keeping track of funder budgets

Bringing in process efficiencies in procurement, accounts & finance

The MIS proposed will be part of the regular monitoring and evaluation of the programs and projects

It will be linked to the existing ERP to track budgets with the funder deliverables and help raise red flags or concern items for the management to take appropriate action on time

To save a lot of human time and resources to manually track the progress of deliverables vs timelines proposed

Summary list of Key Outputs of the Program		Description	Units
1	MIS requirement mapping	Documentation of the MIS requirement and platform design and flow	1
2	Design and development	On-boarding designer and development of MIS platform	1
3	Training	Development of SoPs, training process and docs + ToT	1
4	Other Enhancements	To Accomodate during testing, Feedback & Convergence Phase	1

Deliverables	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022
1. ToR finalised					
2. Vendor selection & onboarding					
3. Business Requirement Discovery & Documentation thereof					
4. Design & Development of the ERP platform: development and feedback loop					
5. Internal Training & Rollout					

Consultant Responsibilities:

The Developer to implement Standard & Customised functional solution through ERP Next with Necessary additional items as listed in accordance with the SOW & agreed documentation

The developer agrees to schedule an online presentation/demo via a remote desktop-like application before the product launch to demonstrate the functionalities for final approval and acceptance by the Foundation.

The Foundation shall provide the Consultant with appropriate information and resources for such development and implementation to take place. Also, the data and product images are to be handled/managed by the Foundation.

SL	Deliverables	CAPEX Activity
1.	Planning & Discovery Stage - BRD / FRD / SRS	<ul style="list-style-type: none"> • Project Module Implementation • Project Management • Finance & Accounts • Buying and Selling
2.	Project Management (Includes KT, Team Management, Planning, Coordination, Communication, Alignment to Timelines & Budgets, Reviews, Internal Training & Data Security)	<ul style="list-style-type: none"> • Project Module Implementation • Project Management • Finance & Accounts • Buying and Selling
3.	Solution Execution	<ul style="list-style-type: none"> • Formats Preparations • Schema Study / Structure • Field Syntax & Validations • Control / Check-point Validations • Texts to Key Data / Data Point Conversions • Validate with Checkpoints • Configuration / Settings / Set-ups / Workflows / Coding • Test Runs / Test Scripts • QA / QT • Code Optimisations • Data Cut-over on a particular date • 25 / Default Print format present in ERP Next
4.	Reports & Dashboards	Upto Custom / Non-Standard 25 Reports / Document Formats
5.	Customisations	Fair Usage of 100 Hours
6.	Training	100 Hours