



## Terms of Reference (TOR)

### Terms of Reference for Developing Booklet on How to Start a DRE based Business Information Booklet and Training Module Development

Title	<b>Training Module Development and Booklet - DRE based Business Information</b>
Timeline	<b>02 Months</b>
Expected area of expertise	<b>Content development, Content Writing, Module Development, Technical Knowledge, Training, Media</b>
Email and website	<a href="https://forms.gle/v8YVr8TpuUCkV3h6">https://forms.gle/v8YVr8TpuUCkV3h6</a> (Contact Procurement for Form Link) <a href="http://www.selcofoundation.org">www.selcofoundation.org</a>
Last date to receive the application	<b>05<sup>th</sup> Dec 2024</b>

#### 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:

With the current climate and energy crisis, the role of a clean, decentralized and sustainable energy source has become crucial. It enables accessible and affordable energy to the last mile while ensuring space for technological solutions and innovations to work towards sustainable development goals. Yet there is a huge gap in the sector due to a lack of entrepreneurs/enterprises/organizations across the world, to build and promote a holistic and sustainable energy ecosystem. SELCO Foundation, therefore, has been developing programs to support, train and guide entrepreneurs, farmers, enterprises etc. towards energy led solutions.

To help build the capacity and skills of intended stakeholders, in-depth training on DRE livelihood solutions is important. With SELCO's open-source policy and aim to develop solutions for the sector, this project focuses on developing modules to impart technical aspects in a format that becomes usable, understandable and with little effort can be contextualized as required.

SELCO Foundation has deployed around 50+ DRE based livelihood solutions for small and micro enterprises in the last few years across Odisha. Energy integrated livelihood solutions have been deployed cross 21 districts in Odisha catering to sectors such as Micro enterprises, Animal husbandry and Agriculture. As part of mobilizing and engaging with various stakeholders, SELCO Foundation intends to onboard a consultant for livelihood content development as a toolkit to engage with stakeholders.

## 2. Goals and Objectives

### Goal

To develop training module which will help to strengthening the engagement with Stakeholders and community, orient 10000+ end users on sustainable energy led across the operational areas and 1000+ end users will be transformed through green entrepreneurship. The Training Modules Developed for Orientation, Sensitization and Capacity Building of Various Stakeholders Includes - End Users, CSOs, Gos, Fis, Tech Providers etc.

### Objective

A training module is a critical element for capacity building, skill development, and ensuring that the partners, government line departments, end-users or other stakeholders has better knowledge and understanding of DRE solutions and their impacts. District-level events are a direct way of engaging with the community, raising awareness, and executing initiatives at a grassroots level.

## 3. Scope of Work

1. Develop **knowledge material** (in the form of an **information booklet**) **How to start and run a business** on the listed technology around various successful and scalable models.
2. Developing the **training modules** around those solutions (list of the solutions enclosed) for various stakeholders, including Self-Help Groups (SHGs), Farmer Producer Organizations (FPOs), individual farmers, entrepreneurs, as well as for NGOs, government entities, and other stakeholders.
3. The resource document will be used as a facilitator guide for the trainer and information booklet for the potential end user who wanted to take up the business through DRE and Each of the solution
4. The following aspects including on field photographs to make it a knowledge rich collection

### 1. Developing separate information booklet for the below solutions

- A. Sewing machine
- B. Lok Sewa Kendra
- C. Puffed Rice
- D. Paddy Processing unit
- E. Pulses Processing unit
- F. Millet Processing unit
- G. Paper plate unit
- H. Photocopier center / Jan Seva Kendra
- I. Petty Shop with DC Refrigerator
- J. Poultry Lightings
- K. Spice unit Chili
- L. Spice unit Turmeric

Each booklet should cover the following aspects

- A. Introduction
  - Introduction of the Solution/ enterprise
  - Current practices in Odisha
- B. Issues and challenges in business in present context
- C. How to start a DRE based enterprises
  - Area of opportunity/ business opportunity
  - Who can start the business
- D. Technical aspects of DRE based enterprise
  - Requirement of the workspace
  - Typology of machines
  - Solar system design
- E. Economic analysis of the enterprise
  - Cost of all tech materials
  - Availability of scheme
  - Business model
  - Solar Vs Grid snapshot
- F. Operational and Maintenance
  - How to operate
  - Dos and Don'ts
- G. Successful testimonial
- H. FAQ
- I. Contact for solution (solution portal link, Solar supplier link)

- 2. Separate training modules for each of the interventions (1-12)**
- 3. Separate Facilitator guide of each of the enterprise for trainers (1-12)**
- 4. One training deck containing all 12 DRE enterprises for trainers.**
- 5. Printable format of all 12 booklets, 12 facilitator guides.**
- 6. All the above documents should be in bilingual format English and Odia.**

#### 4. Deliverables

Deliverable	Required Number in English	Required Number in Odia
Preparation Plan		1
Field Data Collection with Questioners and findings		1
Developing separate information booklet in each solution	12	12
Training modules for each of the interventions	12	12
Facilitator guide of each of the enterprise for trainers	12	12
Training deck containing all 12 DRE enterprises for trainers	01	01
Soft copy and Printable format with designing	All	All

#### 5. Requirement:

- Agency / Individual with an experience in content creation and training module and Learning Materials development
- Technical knowledge and familiarity with solar energy/technology is desirable
- Experience in the compilation of technical information around Decentralized Renewable Energy is preferable.
- Knowledge and familiarity with business aspects for enterprises/start-ups is desirable
- Experience on compilation of entrepreneurship and business-related information is preferable
- Excellent written and verbal communication skills with Odia Language

#### 6. Timelines:

The consultancy will be offered for a duration of sixty (60) days once the onboarding is complete.

SL No	Activities/Sub Activities	Time
1	Submission of Detail Work Plan	3 days after signing the contract
2	Draft copy of 12 booklets and 12 training modules submission	31 <sup>st</sup> January 2025
3	Review & Final Submission	15 <sup>th</sup> February 2025

## 7. Selection Criteria:

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

1. **Expertise in DRE and Entrepreneurship:** Choose an agency or individual with demonstrated expertise in both Decentralized Renewable Energy (DRE) and entrepreneurship to ensure a comprehensive understanding of the subject matter.
2. **Proven Track Record:** Prioritize candidates with a track record of developing successful training modules, particularly those focused on integrated solutions and socio-economic development through technology.
3. **Relevant Experience:** Look for candidates with experience in designing training programs for diverse audiences, including entrepreneurs, communities, and stakeholders involved in livelihood development.
4. **Knowledge of Technology Integration:** Select an agency or individual with a strong understanding of integrating various technologies into DRE solutions, emphasizing practical applications for livelihood enhancement.
5. **Experience in developing business model for rural enterprises**
6. **Environmental and Social Awareness:** Choose individuals or agencies that prioritize environmental sustainability and social impact considerations in their training modules, aligning with ethical and responsible business practices.
7. **Experience in Developing relevant knowledge materials and training curriculum**

## 8. Payment Terms:

Fixed as per the agreement between consultant and SELCO Foundation.

Please provide your proposal and quotation for the below-mentioned format with detail breakup.

S.No	Items	No of Unit	Per Unit cost	Total Cost
1	Research and field Data collection charges			
2	Travel Expenditure			
<b>Content Creation Charges of :-</b>				
3	Information booklet in each solution	12		
4	Training modules for each of the interventions	12		
5	Facilitator guide of each of the enterprise for trainers	12		

6	Training deck containing all 12 DRE enterprises for trainers	1		
7	Soft copy of Designing charges	All		
8	Printing material	All		

## 9. Terms and Conditions:

1. The submitted proposal and quotation must encompass all applicable taxes and costs, leaving no additional financial obligations for SELCO Foundation.
2. The consultant / agency is required to furnish all relevant files, inclusive of editable versions of deliverables. SELCO Foundation retains the right to utilize the materials according to its needs.
3. The content produced is subject to three levels of review and may undergo editing based on feedback received during the review process.
4. The proposal and quotation must include the complete details of the agency or individual, such as name, address, contact information, correct bank details, and a valid signature.
5. SELCO Foundation reserves the right to request additional information or clarification during the proposal evaluation process.
6. The selected agency or individual agrees to maintain the confidentiality of any proprietary information shared during the collaboration.
7. In the event of any disputes or discrepancies, both parties agree to engage in good-faith negotiations to reach a mutually satisfactory resolution.
8. The selected agency or individual is responsible for meeting agreed-upon deadlines and milestones outlined in the project timeline.
9. SELCO Foundation reserves the right to terminate the agreement if the selected agency or individual fails to meet the specified quality standards or deviates significantly from the agreed-upon scope of work.
10. Both parties acknowledge and agree to adhere to any applicable laws and regulations governing the execution of the training module project.

## 10. 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/v8YVr8TpuIUckV3h6> on **before 05th December 2024**. (Rolling Basis Evaluation)

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: “**Information Booklet & Training Module Development.**” (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.

**11.** 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.

**12. 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.