



Terms of Reference (TOR)

Health and Energy assessments at public health facilities Karnataka

Title	Health and Energy assessments at public health facilities Karnataka
Timeline	30 days
Expected area of expertise	Relevant experience in conducting studies/ evaluation/ assessments on decentralised renewable energy solutions
Email and website	https://forms.gle/deTW3cUW3Y5RpxHbA

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/>)

Summary of the project:

Stronger primary healthcare systems are essential to achieve Sustainable Development Goal 3 (SDG3) which aims to ensure healthy lives and promote well-being for all, of all ages, through universal health coverage. This in turn, facilitates achieving other SDGs. Primary healthcare systems in rural, remote and vulnerable environments often lack the resources integral to provide affordable, accessible and good quality health care. Reliable and affordable electricity access, alongside appropriate medical and electrical appliances contribute to increased efficacy and positive impact of healthcare provision. The need for energy is crucial when it comes to storing vaccines, using medical equipment such as baby warmers, suction apparatus and lighting especially during deliveries, powering diagnostic services and accessing basic lighting and communication for regular surgeries. Sustainable Energy when combined with efficient medical and electrical technologies helps to democratize the delivery of health services. As the country is putting their best foot forward in preparing to handling pandemic like COVID 19, SELCO Foundation along with philanthropic organizations and NGOs have partnered with the Ministry of Health, Government of India and NHSRC in one of the largest programs for upgrading and empowering public health facilities with solar energy and efficient medical equipment across India. The larger goal of the project is to strengthen 25,000 public health with Decentralized Renewable Energy and efficient medical equipment in the next 5 years.



Due to improved reliability and access to clean energy, primary outcomes of the program include:

1. Increase in footfall, deliveries, types and number of services provided at the center.
2. Reduced out of pocket expenditure and transaction costs on accessing basic health services for poorer communities in the selected region.
3. Improved staff comfort and retention levels especially in remote and vulnerable contexts.
4. Reduction in cost per patient healthcare provision at a state level.
5. Improved climate resilient and reliable access to critical health services for last mile populations.

Goals and Objectives

1. To understand the health and energy scenario at the health facilities
2. To understand the energy requirement at the health facilities and arrive at finalizing the DRE solutions
3. To evaluate infrastructure conditions at the health centers including building, roof and existing wiring conditions
4. To understand the geographical conditions of the region for reachability and for risk evaluation
5. To finalize the list of health centers for DRE solution based on the above-mentioned parameters

Scope of Work

SELCO Foundation is deploying solar energy led efficient energy solutions at 25,000 public health facilities across 12 states in India. And Karnataka being one among the 12 states of intervention, there arises a need for the health and energy assessment activities at the health centers here. As these assessments activities are the very first key step and the most critical part in the entire project activities, the purpose of this TOR is to find agencies/consultants who could responsibly execute these assessment activities in public health facilities.

The districts and the number of centers selected for assessment mentioned below

Sl.No	District	Taluka Hospital (Nos)
1	Bagalkot	5
2	Ballari	7
3	Belagavi	9
4	Bengaluru Rural	4
5	Bengaluru Urban	4
6	Bidar	4
7	Chamarajanagar	2



8	Chikkaballapura	5
9	Chikkamagaluru	6
10	Chitradurga	5
11	Dakshina Kannada	4
12	Davangere	4
13	Dharwad	3
14	Gadag	4
15	Hassan	7
16	Haveri	6
17	Kalaburagi	6
18	Kodagu	2
19	Kolar	5
20	Koppal	3
21	Mandya	6
22	Mysuru	6
24	Ramanagara	3
25	Shivamogga	6
26	Tumakuru	9
27	Udupi	2
28	Uttara Kannada	10
29	Vijayapura	4
30	Yadgir	2
Total		143



Key Tasks:

1. Site visits to be made in person and conduct assessment using the standard format provided by SELCO Foundation
2. Following details need to be collected in the following order:
 - a. General profiling information
 - b. Accessibility to the health facility
 - c. Climatic and Geographic conditions of the region
 - d. Health care facility profile
 - e. Basic information of the health facility
 - f. Physical infrastructure of the health facility
 - g. Building conditions of the health facility
 - h. Details pertaining to GRID connection at the health center
 - i. Details pertaining to secondary/alternative source of power at the health center
 - j. Details pertaining to Generator at the health facility
 - k. Details pertaining to existing solar installation at the health facility
 - l. Details pertaining to the new solar installation at the health facility
 - m. Details pertaining to local network provider in the area
 - n. Details pertaining to building layout diagram
 - o. Load details assessment
 - p. Existing load wiring assessments
 - q. Final verification using checklists mentioned in the format
3. Validate and analyze the data collected at each site and provide a consolidated report with detailed pictures and videos that are captured
4. Provide list of health facilities that are eligible for solar installation and provide list of those excluded citing the specific reason/reasons for exclusion
5. Provide solar system components/ equipment (Panel, battery and inverter) placement locations which is marked in a building layout
6. Provide solar system design and Bill of Materials based on the site assessment data
7. Provide any additional information/clarifications as and when required regarding details pertaining to the respective sites
8. All the information collected (Hard copies, soft copies along with detailed pictures and videos captured) should be submitted to SELCO Foundation
9. Data collected should be digitized in the provided format in excel.

Timelines: The Assessment should be completed Within 30 days of signing the contract.

Requirement:

- A. Technical Proposal
 - Organizational Profile
 - Key Personnel and Staffing
 - Timeline
- B. Financial proposal



Selection Criteria:

- The agency should have adequate experience in the field of similar interventions
- The agency should have experience in conducting studies/ evaluation/ assessments on decentralized renewable energy solutions. Preference will be given to the applicant with prior experience in renewable energy systems
- The team members deployed by the agency are expected to have technical expertise in electrical/ solar solutions
- The agency should have the ability to intervene with concerned government bodies whenever required.
- Need to delegate through team representative in the geographies assigned by SELCO Foundation.

Payment Terms:

50%	After signing of contract
50%	After submission of final reports, deliverables and invoice

Travel:

1. Travel for primary data collection and stakeholder consultation from the selected districts.
2. The travel plan should be submitted to SELCO Foundation for approval.
3. Travel expenses will be paid as per SELCO Foundation's travel policy

To apply

Interested consultants / organizations, 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/deTW3cUW3Y5RpxHbA> on before 15th April 2024. Any further queries please write to: procurement@selcofoundation.org or energyforhealth@selcofoundation.org with a subject line: **Health and Energy assessments at public health facilities Karnataka**



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.