



**CONSULTANCY AGREEMENT (Contract/SCBR/ NSO / 2021-22/213)**

**CONSULTANCY AGREEMENT**

This AGREEMENT executed between **Save the Children, registered as Bal Raksha Bharat in India under the Societies Registration Act 1860 having a registration no: S/51101/2004, with its operations office in India at 1st & 2nd Floor, Plot No. 91, Sector 44, Gurgaon – 122003** (“hereinafter referred to as “SC India”) & **M/s Market Xcel Data Matrix Private Limited, Ground Floor, 17, Okhla Industrial Estate Phase 3, New Delhi - 110020, India** (hereinafter referred to as the ‘Service Provider’).

SC India and the Service Provider hereinafter are individually referred to as the “Party” and collectively as “Parties”.

WHEREAS SC India is desirous of engaging the Service Provider to provide certain services as per the Terms of Reference (“**the assignment**”)

NOW THIS AGREEMENT witnesses as under: -

**I. Terms of Reference (TOR)**

- I.1 The Service Provider shall provide the services as per the attached TOR (Scope of Work).
- I.2 The duration of the assignment will be for a period beginning from **13-12.2022 to 31.12.2022** unless terminated earlier as provided for in clause 6 below.
- I.3 SC India shall provide necessary inputs and materials on a timely basis in order to enable the Service Provider to fulfill his obligations under the TOR. SC India shall continuously review the status of the assignment.
- I.4 The Service Provider shall in no circumstance engage any other service provider for execution of the TOR, except in connection with proposed implementation of fieldwork and related data analysis and support services.
- I.5 Fees shall be paid on satisfactory completion of the service and on submission of the following documents by the Service Provider:
  - A. Invoice requesting release of next installment and confirming that earlier deliverable has been completed
  - B. Deliverables
- I.6 Correspondence Details shall be as follows:

<b>SC India – BRB</b>	<b>Service Provider</b>
Contact Person: Mr Ayoosh Srivastava	Contact Person: Mr Manav Sharma
Mailing address: <a href="mailto:ayoosh.srivastava@savethechildren.in">ayoosh.srivastava@savethechildren.in</a>	Mailing Address: <a href="mailto:manav.sharma@market-xcel.com">manav.sharma@market-xcel.com</a>
Contact No: +91 7827671964	Contact No: +91 11 42343 565

- I.7 SC India hereby engages the Service Provider to complete the work as per the TOR to the satisfaction of SC India and the Service Provider has agreed to such engagement. The Parties agree that the matters specified in the TOR may be modified from time to time as per mutual agreement between SC India and Service Provider, and that the TOR, as amended from time to time, shall form an integral part of this Agreement.

2. **Fees**

SC India shall pay to the service provider **Rs.24,26,080/- Rs Twenty Four Lac Twenty Six Thousand & Eighty (including GST)**. Payment Schedule as per Annexure TOR attached.

- 20% advance on signing of contract.
- 20% on submission of inception report
- 30% on submission of Draft report
- Balance 30% on submission of final report and deliverables.

2.1 The fees shall be paid on original invoice raised by the service provider by each installment. The invoice must be accompanied by deliverables

2.2 Tax deductions will apply to the fees of the Service Provider in accordance with the prevailing Income Tax legislation/policy of the Government of India.

3. **Accountability and Support**

The Service Provider will work within overall SC India policies on a variety of issues including Child Protection Policy. The Service Provider shall also comply with any other information and advisory materials concerning the practices applicable followed by SC India that SC India may provide to the Service Provider from time to time.

4. **Confidential Information**

The Service Provider shall maintain in confidence and safeguard all information that the Service Provider may come to know as a result of this Agreement or otherwise about or relating to SC India, including all information provided by SC India for purposes of this Agreement (whether provided before or after the execution of this agreement). The Service Provider shall not, except with the prior written authorization of SC India, disclose, give or publish to any other person, firm or corporation nor shall the Service Provider use such information for its personal gain or benefit. This obligation of the Service Provider shall continue after expiration or termination of this Agreement, including any renewal thereof.

5. **Ownership of findings**

Any reports produced and data collected by Service Provider will be the property of the SC India and will not be published and disseminated by the Service Provider without prior written permission of SC India.

6. **Termination**

This Agreement may be terminated:

- A. by mutual consent given in writing and signed by both Parties hereto; or
- B. by either Party at will or without cause with not less than one month's written notice or fee in lieu of notice.
- C. By SC India, with 30 days notice, in case SC India finds that the work is not being implemented by the Service Provider, at least according to SC India's minimum standards and that the progress of the work is not satisfactory.
- D. By SC India, without any notice whatsoever, in case the Service Provider violates any policy of SC India.

7. **Relationship of the Parties.**

The Parties are independent entities and this Agreement is being entered into on a principal to principal basis. It is understood and acknowledged by the Service Provider that the Service Provider is not, by virtue of this Agreement, rendered a representative or agent or employee of SC India and the Service Provider hereby agrees not to make any such representation to any person or authority. The Service Provider has no right or authority

to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of SC India, unless provided with an express written authority in advance by SC India to do so.

**8. Indemnity**

The Service Provider agrees to comply with all laws (including the laws of India) applicable to the performance of his obligations under this Agreement. In case however, SC India suffers any loss or damage or claim etc. of any nature whatsoever on account of any actions of the Service Provider, the Service Provider shall indemnify and hold harmless SC India in respect of such loss or damage or claim etc.

The total aggregate liability of the Service provider for any and all claims made by SC India under or in connection with the Agreement shall not exceed the amount of fees paid by SC India as per the TOR

**9. Non-Exclusive and Non-Assignable.**

9.1 The Parties agree that the appointment of the Service Provider is non-exclusive.

9.2 The Service Provider acknowledges and confirms that the rights and obligations of the Service Provider under this Agreement are personal in nature and the Service Provider hereby agrees not to assign or transfer his obligations or interests or any part thereof to any person. The Parties agree that SC India has the right to assign this Agreement or any interest therein to any of its affiliate organizations without having to obtain the consent of the Service Provider.

**10. Jurisdiction**

This Agreement shall be governed and construed in accordance with, and performance of all services hereunder are subject to, the laws of India and regulations of the Indian Government, relevant State Governments and its departments and agencies, and the rights and obligations of the Service Provider as well as those of SC India under or in connection with this Agreement shall be construed in accordance with the laws of India. Any disputes arising out of or in connection with this agreement shall be subject to exclusive jurisdiction of courts in Delhi and no other court(s) shall have jurisdiction.

**11. Failure to Enforce.**

The failure of either Party hereto to enforce at any time or for any period of time any provision(s) of this Agreement shall not be construed to be waiver of such provision(s) or of the right of such Party thereafter to enforce each and every such provision.

**12. Rights and obligations upon expiration or termination.**

Neither Party shall be liable by reason of the termination or expiration of this Agreement to the other Party for any compensation, reimbursement or damages for terminating this Agreement in accordance with the terms hereof on any account whatsoever. The termination of the Agreement shall however not affect the obligations of the Parties incurred prior to the termination

Each Party's obligations under clauses 8 (Indemnities) and 4 (Confidentiality) shall continue after the expiration or termination of this agreement.

**13. Entire Agreement - Execution and Modification**

13.1 This Agreement contains and constitutes the entire and only Agreement between the Parties hereto with respect to the subject matter hereof, and any representation, terms or conditions relating thereto not incorporated herein, shall not be binding upon either Party. This Agreement wholly cancels, terminates and supersedes any and all previous agreements,

negotiations, commitments and writings between the Parties in connection with the subject matter of this Agreement.

- 13.2 This Agreement shall not become effective or binding upon SC India until signed by an authorized signatory of SC India.
- 13.3 No change, modification, extension, renewal, ratification, rescission, termination, notice of termination, discharge, abandonment or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to this Agreement shall be binding upon SC India unless made in writing and signed on behalf of SC India by the aforementioned representative.
14. **Severability.**  
In case any provision in this Agreement shall be held invalid or unenforceable, the validity, legality and enforceability of the remaining provisions thereof will not in any way be affected or impaired thereby.
15. **Headings.**
- 15.1 All headings set forth in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 15.2 Any change in the above particulars shall forthwith be communicated in writing to the other Party.
- 15.3 Any such notice may be delivered personally or be sent by registered A/D mail, or facsimile transmission and shall be deemed to have been duly sent and served if personally delivered, when delivered; if by registered A/D mail, on dispatch thereof; and if by facsimile transmission when dispatched and electronically generated confirmation receipt is received by sender.

IN WITNESS THEREOF, this Agreement is signed on this 16.12.2022.

For **Save the Children-BRB**



Anindit Roy Chowdhury

Chief Program Officer

Date: 19/12/2022

Place: Gurgaon



For **Market Xcel Data Matrix P Ltd**

**Raja Vishal Oberoi**

CEO

Date: \_\_\_\_\_

Place: Delhi

## Scope of Work

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### Endline Study of the project ‘BACK TO BASICS: Fostering Continuum in Early and Primary Education of 3-14 years old Children’ in Bihar, Delhi, Jharkhand, Odisha and West Bengal

#### a. Need of the Study

Under this TOR, Save the Children seeks an independent evaluation consultant or firm to collect, compile and consolidate quantitative and qualitative end-line data based on the proposed indicators and present the findings in a series of comprehensive reporting deliverables. End-line data will measure the impact of the intervention and also assist in planning of the specific project interventions with greater level of efficacy.

#### b. Study Objectives:

1. To understand the impact in intervention ICDS centres and schools w.r.t application of child centered methodologies, implementation of code of conduct, access to age appropriate activity materials and barriers to the access, if any.
2. To measure the impact in terms of improved access (enrolment) and continuity of girls and boys in age group 3-11 years in the intervention AWCs and Schools.
3. To measure the impact in terms of early childhood development outcomes, focussing on early literacy and maths (through IDELA<sup>1</sup> assessment) in children of first grade of primary school who attended pre-school during the intervention period.
4. To assess changes in ECCE practices amongst parents of 3-6 age children (to stimulate children's development at home).
5. To assess improvement in technical knowledge of Block, District and State level departments on Ready to Learn and School Readiness.
6. Assess potential facilitating and hindering factors to meet the intended outcomes for program.

#### c. Methodology:

Save the Children propose mixed methods for data collection in end-line survey. Baseline study was conducted without including any control group and so the same methodology will be followed (NO CONTROL GROUP) in this endline study as well.

#### d. Target Audience, Sample Size and Survey Tools:

Below table details about the target beneficiaries, the proposed sample for each and the corresponding tool to be used for data collection. IDELA tool for Children's learning assessment and caregiver assessment will be provided by Save the Children. All other survey tools will also be shared by SC and the agency is required to customize that as per the requirement of end-line.

Stakeholders	Target Audience	Sample Size Per State		Study Sample Size	Survey Tool	Type of Tool
ICDS Department	AWCs	Bihar	65	293	AWC Observation Tool	Quantitative
		Delhi	65			
		Jharkhand	65			
		Odisha	65			
		WB	33			
	AWWs (1 AWW per AWC)	Bihar	65	293	Structured Interview	Quantitative
		Delhi	65			
		Jharkhand	65			
		Odisha	65			
		WB	33			
Education Department	Schools	Bihar	65	293	Classroom observation Tool (Classes III and V to be observed per school)	Quantitative
		Delhi	65			
		Jharkhand	65			
		Odisha	65			
		WB	33			
	Teachers/	Bihar	65	293	Structured Interview Tool	Quantitative
		Delhi	65			
		Jharkhand	65			
		Odisha	65			
		WB	33			
Community	Children (3-6 years)	Bihar	330 across 55 AWCs	1485	IDELA Tool	Quantitative
		Delhi	330 across 55 AWCs			
		Jharkhand	330 across 55 AWCs			
		Odisha	330 across 55 AWCs			
		WB	165 across 28 AWCs			
	Parents/ Caregivers	Bihar	330 across 55 AWCs	1485	IDELA Caregiver assessment	Quantitative
		Delhi	330 across 55 AWCs			
		Jharkhand	330 across 55 AWCs			
		Odisha	330 across 55 AWCs			
		WB	165 across 28 AWCs			
Official	ICDS (Supervisor/CDPOs)	Bihar	5 (1 at Block + 1 at district + 1 at State)	23	Indepth interviews	Qualitative
		Delhi	5 (1 at Block + 1 at district + 1 at State)			
		Jharkhand	5 (1 at Block + 1 at district + 1 at State)			
		Odisha	5 (1 at Block + 1 at district + 1 at State)			

	Education department (Principal/ School Inspector)	WB	3 (1 at Block + 1 at district + 1 at State)	23	Indepth interviews	Qualitative
		Bihar	5 (1 at Block + 1 at district + 1 at State)			
		Delhi	5 (1 at Block + 1 at district + 1 at State)			
		Jharkhand	5 (1 at Block + 1 at district + 1 at State)			
		Odisha	5 (1 at Block + 1 at district + 1 at State)			
		WB	3 (1 at Block + 1 at district + 1 at State)			

#### e. Scope of the Study

1. **Development of Sampling frame and identification of study participants:** In collaboration with SC India, the agency would finetune sampling frame to study.
2. **Development of survey instruments:** The selected agency need to customize the survey tools as per the requirement of the need of endline of study by adding attribution to intervention wherever applicable..
3. **Method of Data collection:** It is proposed that the data be collected through CAPI and all allied operations like software development and handing of devices will be agency's responsibility.
4. **Constitution of field team:** The agency should propose a Team Leader/Principal Investigator, describe the size and composition of the field research teams and supervisory staff that would be employed in data collection staff (including their minimum qualifications) and the method to be used for recruitment, and describe in detail the roles of each staff member.
5. **Data collection training:** All members of the field research teams will be trained jointly by SC and technical staff of the organization implementing the study. The training agenda will be developed and finalized collaboratively with the SC team. The agency should describe the resources and the agency will make them available for the training, including the qualifications and prior experience of training staff, facilities and equipment. Please be sure to include plans for ethical training and procedures for protection of human subjects.
6. **Data collection and management:** The agency should outline logistic procedures, including methods of transportation, obtaining ethical approvals, propose methods for supervision of the data collection teams, and discuss how the data will be organized, managed and secured and analysed. Field work and collection of data can only start after acquiring all ethical approvals.
7. **Data analysis, report writing and recommendation:** The agency should propose the software for data analysis and a process for joint reviews with SC. Data analysis plan and report would be reviewed by SC for quality assurance and finalized only after SC inputs. The report should include conclusions and way forward.

#### f. End-line report framework

Agency need to factor following aspects while formulating approach and methodology for endline evaluation;

- The report will follow OECD DAC evaluation criterion to summarise the findings.
- Addition of attribution factors (positive/negative) of intervention need to be added in survey instruments

#### g. Duration of study

The time duration of the study will be from 18 Nov 2022 till January 30, 2023.

#### h. Key Deliverables

The key deliverables would include the following:

1. Inception Report (Covering objectives of the study, detailed methodology, Gantt chart, operational plan for primary data collection, type of survey instruments, plan for data analysis and outline of the final reports)
2. Work plan/chronogram (a draft should be included in the proposal, but should be refined and finalized in collaboration with SC)
3. Report on Pre-testing of tools, and final version of tools (English and Hindi)
4. Final refined Survey tools (English and regional languages)
5. Final training report (for field researchers)
6. Training manual and training agenda
7. Audio recording of FGDs/IDIs with proper labelling
8. Transcripts of FGD/IDI with proper labelling
9. Draft tabulation & data analysis plan and outline of the end-line report for SC's feedback for finalization



10. Submission of draft report for SC's feedback
11. Raw data and processed data in excel and SPSS with proper labelling and coding of variables
12. Final report & presentation incorporating suggestions from SC
13. Data Factsheet

### Support to be provided by Save the Children team:

SC Staff in the State and National Support Office will extend the required support during the survey in terms of information/approvals required; an appropriate project staff will be assigned to support the survey team.

### Terms of payment

- 20% on signing of Contract
- 20% on the submission of Inception Report
- 30% on the submission of Draft Report
- 30% on the submission of Final Report

### Ownership of Materials

The Consultant/Agency may note that all outputs including the study data, reports, sets of tools, training manuals, any other allied materials etc. produced as part of this study will fully remain the exclusive property of SC. The raw data and filled-in interview schedules would become property of SC. The data files should be submitted to SC.

For **Save the Children-BRB**



Anindit Roy Chowdhury

Chief Program Officer



For **Market Xcel Data  
Matrix P Ltd**

**Raja Vishal Oberoi**

CEO