SELCO Foundation – Call for Vendors

SELCO Foundation – Procurement Officer
690, 15th Cross Rd, Jeewan Griha Colony, 2nd Phase,
J P Nagar, Bengaluru, Karnataka 560078
procurement@selcofoundation.org

SELCO Foundation hereby invites bids for knowledge and technical partners to support SELCO Foundation in the process of scaling innovative medical technologies for primary healthcare, by identifying and addressing key unmet needs at rural and last mile health centers. The project is expected to run for Fifteen Months from 1st August 2023.

The link for the tender is: https://selcofoundation.org/tender/

The tender can be downloaded from the aforesaid link from 7th July-2023. All the bids as per the terms and conditions herein should be submitted through the online form https://forms.gle/TduTtCFzuP4YszZG8 herein by 4 PM IST on or before 29th July, 2023.

Chief Executive Officer

SELCO Foundation
SELCO FOUNDATION

TENDER NOTIFICATION

to partner with SELCO Foundation’s Energy For Health project by

Identifying and addressing key unmet needs at rural and last mile health centers for the delivery of primary health care through research, proposing technology solutions, supporting deployments, and participating in outreach activities.

Address for Communication:

SELCO Foundation

#690, 15th Cross Rd, J P Nagar – 2nd Phase

Bangalore, Karnataka – 560078

Telephone: 080-26493145

e-mail: procurement@selcofoundation.org
TENDER DOCUMENT

DISCLAIMER

NIT No: 02/2023-2024

This tender by SELCO Foundation is to identify and address the key unmet needs at rural and last mile health centers for the delivery of primary health care, by performing research, proposing technology solutions, supporting deployments, and participating in outreach activities.

NOTE:

SELCO Foundation has the right to award the work under this tender to single or multiple vendors provided that the applicant enterprise meets the criteria based on the suitability of the proposed methodology, relevant background and expertise along with the quote submitted towards this tender.

Though adequate care has been taken while preparing this Notice Inviting Tender (NIT) document, the Bidders are requested to satisfy themselves as to the completeness of this document in all aspects. Intimation of any discrepancy shall be given to the email address mentioned above immediately. If no intimation is received from any Bidder within seven (7) days from the date of this NIT, it shall be considered that the NIT is complete in all aspects and has been received by the Bidder.

SELCO Foundation reserves the right to cancel/ withdraw this NIT without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

SELCO Foundation reserves the right to modify, amend or supplement this NIT.

While this NIT has been prepared in good faith, neither SELCO Foundation nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT.
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Dated 07-07-2023

NOTICE INVITING TENDER

Chief Executive Officer of SELCO Foundation, Karnataka State, India hereby invites bids to partner in the Energy For Health project by identifying the key unmet needs at rural and last mile health centers for the delivery of primary health care through research, proposing technology solutions, supporting deployments, and participating in outreach activities.

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<td>2</td>
<td>Last date and time to submit questions/clarifications for Pre-bid meeting, via Email to <a href="mailto:procurement@selcofoundation.org">procurement@selcofoundation.org</a></td>
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<td>3</td>
<td>Pre-bid meeting date, time and meeting link - <a href="https://us06web.zoom.us/webinar/register/WN_SZ6gl3STW2Z4xy4NAvnA">https://us06web.zoom.us/webinar/register/WN_SZ6gl3STW2Z4xy4NAvnA</a></td>
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Interested and eligible bidders may furnish the Technical & Commercial Bids for the work to partner in the Energy For Health project by identifying the key unmet needs at rural and last mile health centers for the delivery of primary health care through research, proposing technology solutions, supporting deployments, and participating in outreach activities to the google form https://forms.gle/TduTtCFzuP4YszZG8

Any further information or clarification may be obtained either in person or through phone during office hours from the office of the SELCO Foundation Ph: 080-2649 3145 or through the email – procurement@selcofoundation.org.
INSTRUCTION TO BIDDERS

Scope of the Work
The broad scope of the work includes four phases (To see the complete scope of work, please see Annexure - 1):

1. Identify the key unmet needs that can be addressed through sustainable energy driven solutions at rural and last mile health centers for the delivery of primary health care through primary and secondary research and define problem statements.
2. Propose solution stacks and technology solutions for the problem statements.
4. Participate in outreach activities.

Eligibility Criteria for Participating in the Bidding

Legal and Financial Eligibility Criteria

1. Bidding Organization or Bidder must be a company (incorporated under Indian Companies Act, 1956/2013) or a Partnership Firm (registered under Indian Partnership Act, 1932) or a Sole Proprietorship Firm.
2. The bidding organizations must have an average annual turnover of 1 Crore for the last two (2) financial years, and must have employed as on 1st March, 2023 at least five (5) full time employees.
3. Bidders should have maintained audited financials, certified by practicing Chartered Accountant for the last three (3) financial years.
4. Bidders should have filed the Income tax return for the last three years.
5. Bidders should have a valid PAN card for the Organization.
6. Bidder should have a GST certificate of the Organization.
7. Net Worth of the bidder in the last Financial Year (2022-23) should be Positive.

Technical Eligibility Criteria

1. The bidder shall have at least three (3) or more cumulative experiences of executing contracts of said nature in the public health sector. As proof of such experience, the bidder must submit documentation such as reports and summaries of studies from previous projects. Any such information shared will be kept confidential by SELCO Foundation.
2. The bidder team should demonstrate experience in the design and management of program evaluation, landscape research studies, medical technology implementations, and health program outreach.
3. The bidder team will need to demonstrate their expertise in research, evaluation, and monitoring skills for public health programs, including developing complex and large-scale evaluation/research/monitoring designs, and methodology.
4. The bidder should have skilled persons with proven expertise in research, impact evaluation, and core thematic areas of public health.
5. The bidder should have a proven track record of on-time performance on assignments of similar scale.
6. The bidder should have in-house capacity to execute the field assignment OR present a plan to hire external resources that meets the requirements of the project.

7. The bidder should have a track record of an effective system for internal quality assurance and ethical review.

8. The bidder shall provide at least three (3) client references and contact information. The references should be limited to work done within the past five years and specific to India in relevant fields.

**Cost of bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid to the Chief Executive Officer. SELCO Foundation will in no event be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**The technical proposal shall contain:**
1. Legal and financial particulars of the firm as per Annexure - 2
2. Technical particulars of the firm as per Annexure - 3
3. The bidder has to sign all the pages of the documents as a token of acceptance of all terms and conditions.

**The financial bid shall contain:**
1. The rate quoted to participate across the four stages of the project as listed in Annexure 1. Please review the “Proposal costing guidelines to partners” documented in Annexure 1.
2. All taxes levied by the State & Central Govt., travel costs for physical meetings, printing, designing of any reports, external party costs etc if any, as per the format specified in Annexure 4.

**Structure of the proposal**

1. The proposal should contain a brief of the bidder’s profile followed by a detailed approach and methodology that includes:
   a. Details on research methodology and sample reports.
   b. A sample solution stack with proposed technologies.
   c. A sample deployment support plan.
   d. A detailed plan on outreach activities post implementation of the project.
2. The proposal should also contain the project timeline highlighting milestones and deliverables.
3. The proposal should elaborate the roles and responsibilities of the different team members and backstop arrangements available for suggested human resources in the proposal.
4. The entire proposal including approach and methodology proposed, CVs etc., needs to be in English. Each CVs needs to be in uniform format with a maximum of three pages.

**Price schedule**

The Bidder shall complete the price schedule as per Annexure 4, indicating the total cost to conduct the four phase project as per scope and deliverables mentioned in Annexure 1. SELCO Foundation will not pay any extra charges over and above rate quoted by the bidder.
Fixed price:
Prices quoted by the bidder are firm, final and binding and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The quotation will remain valid till Fifteen (15) months from the date of opening of the Financial bid. A bid valid for a shorter period shall be rejected by the SELCO Foundation as non-responsive.

Format and Signing of Bid
The bidder shall give a set of signed and scanned copies of all the documents through the Google Form link provided in Annexure 1.

Deadline for Submission of bids
Bids must be received by SELCO Foundation not later than the time and date specified in the invitation for Bids (Section 1). The SELCO Foundation may, at its discretion, extend this deadline for submission of bid by amending the bid documents in which case all rights and obligations of the SELCO Foundation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Tender Opening and Evaluation
The technical & financial bids will be opened separately at the discretion of SELCO Foundation. The purchase committee may contact the bidders to seek clarifications on the proposed methodology and understanding of the scope of work submitted along with the technical bid. The financial bids of only technically qualified bidders will be opened. The Bidders Names, Bid Modifications, or Withdrawals, bid prices, Discounts and the presence or absence of the requisite details as the SELCO Foundation, at its discretion, may consider appropriate will be recorded by the Purchase Committee of SELCO Foundation. No bid shall be rejected at bid opening, except for late bids, which will be rejected.

Proposal evaluation scores
The proposals submitted by the Bidder firm will be evaluated and examined by an expert in- house committee through a scoring process as follows:

1. **Experience of firm – 20 points:** Firm should have at least three (3) years of experience in conducting evaluation research in the development sector, specifically in public health, along with having conducted at least two (2) evaluation studies preferably using a mixed methods approach.

2. **Human resources allocated - 20 points:** Professionals with capabilities and experience, and essential qualifications to carry out the tasks (as specified in Annexure 1).

3. **Approach and methodology proposed – 40 points:** Understanding the requirement of the tender, methodology design, with appropriate methods and approach to fulfill objectives, timelines and deliverables.

4. **Budget proposed- 20 points:** Realistic and efficient budget to complete all the activities involved in completion of the project.

The final selection will rest with the competent authority of SELCO Foundation. Eligible/ Interested firms are requested to submit their applications towards the tender with all supporting documents listed as per Annexure 2, Annexure 3, Annexure 4, and Annexure 5 through the Google form link provided in Annexure 1.
Clarification of Bids
During evaluation of bids, SELCO Foundation may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the bid shall be sought, offered or permitted.
SELCO Foundation may invite shortlisted organizations to present their technical presentation and approach to a committee which will help SELCO Foundation in making final selection.

Preliminary Examination
The SELCO Foundation will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the lowest of the two shall prevail and the bid shall stand corrected to that effect. The SELCO Foundation may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

Acceptance or rejection of bids
Chief Executive Officer, SELCO Foundation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.

Any bid with incomplete information is liable for rejection.
SCOPE AND DELIVERABLES

ANNEXURE 1: TERMS OF REFERENCE

Link for bid submission: https://forms.gle/TduTtCFzuP4YszZG8

1. About SELCO Foundation

SELCO Foundation is an open-source, not-for-profit organization that engages in field-based R&D and ecosystem building for the 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.

2. About the Assignment

SELCO Foundation (SF) has launched a programme 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. A key goal of this program is to identify, source, deploy, and monitor the outcomes from innovative medical technologies that have the potential to make a significant impact to public health in India.

Selco Foundation would like to identify core knowledge and technical partners that can work closely with the SF leadership team across stages of planning, assessment, program design, deployment, evaluation, documentation, and outreach for the incorporation of innovative medical technologies within the goals of the ‘Energy For Health ’program.

The knowledge partner would work with SF to identify the key unmet needs in India’s primary healthcare delivery, and subsequently utilize this information to help design Selco Foundation’s Energy For Health scale program. This may require the partner to have consultations with domain experts, source information through primary and secondary research, and establish linkages with key stakeholders of the public health ecosystem.

For the purposes of this project, the term ‘innovative medical technologies ’encompasses including but not limited to hardware medical devices, software applications, combinations of hardware and software, IoT devices, AI/ML driven applications, Electronic Medical Records, telemedicine applications, Point Of Care (PoC) technologies, connectivity tools for medical workflows, remote patient monitoring services, remote reporting and interpretation services, etc. There will be a need to identify innovations that can leverage sustainable energy and are energy efficient, thereby helping in the reduction of the power load to end-user infrastructure. Further, the technologies shall offer solutions suited to benefit underserved and vulnerable communities.

We encourage locally-led organizations working in the public health sector to apply to the Request for Proposals.

3. Technology solutions guidelines

SELCO Foundation has previously deployed a range of medical technologies to serve the needs of underserved and vulnerable populations. The knowledge partner will work with SF’s medical technology
team to understand field learnings, challenges, and opportunities. This list is provided to serve as a
guideline for the areas of interest for our medical interventions. The partner is not expected to limit their
work to these areas; rather the intent is to provide a broad structure of the disease areas being targeted.
The key areas of medical technology interventions deployed by SF include:

1. Mother, Neonatal, and Child Care:
   a. Ante-natal monitoring
   b. Intrapartum maternal and foetal monitoring
   c. Baby warmers and phototherapy Units
   d. Spot lights & Suction machine
   e. Maternal, Neonatal, and Infant monitoring
   f. Neonatal CPAP
   g. Infant warmers
2. Non-Communicable Diseases:
   a. Telemedicine tools for PHCs
   b. Remote monitoring tools for in-patients in PHCs, CHCs, and DHs
   c. Tumor screening and tracking
3. POC / blood testing devices
5. Vaccination: Cold chain systems for vaccine and blood bank management
6. Digital tracking and management tools for ASHA and Anganwadi workers
7. Digital tools for radiological image interpretation
8. Miscellaneous medical equipment deployed: Autoclaves, nebulizer, suction apparatus, spot lights,
   and other surgical equipment.

4. Medical technology exclusion guidelines

This project will not consider purely process innovations without an innovative technological intervention.
Further, this project is not aimed to identify individual product developers or startups. Rather, the intent
is to partner with consulting agencies that are able to work across a range of technology solution providers
and public health stakeholders in assisting Selco Foundation with insights into the key unmet needs of
rural and last mile primary health centers.

5. Focused geographies

SELCO Foundation is looking to deploy medical technology innovations in the following 12 states across
India:
1. Meghalaya
2. Manipur
3. Mizoram
4. Assam
5. Sikkim
6. Tripura
6. Detailed scope of work

The key tasks to be undertaken by the knowledge partner fall under the following categories:

**Phase 1: Research** - Broadly, the objective of the research shall be to identify gaps within existing public health delivery systems and to propose solutions against clearly defined problem statements. This shall include the following:

a. **Gaps assessment** - To identify gaps within existing public health delivery systems and provide evidence from national or regional surveys. The gaps assessment shall propose the public health context under which the gaps are most relevant and conducive to interventions of innovative medical technologies. The knowledge partner shall work with SF to identify gaps in the target geographies of the ‘Energy For Health’ program.

b. **Problem statement definition** - To define a clear, concise, and focused problem statement that can be communicated broadly with policy makers and public health decision makers. The problem statement shall include the impact potential, RoI, and Total Addressable Market (TAM) for the chosen geographies / contexts.

c. **Problem statement benchmarking** - To benchmark the problem statement with similar challenges across geographies and document existing studies that have approached the defined problem statement. This will include a study of past learnings and will advise SF on known challenges and opportunities during the implementation stage.

**Deliverables for Phase 1: Research**

1. A detailed research report outlining at minimum:
   a. Public health delivery gaps identified from on-ground visits, regional and national surveys, and recommendations of key domain experts.
   b. At least 3 clearly defined problem statements covering different areas of public health delivery challenges.
   c. A benchmarking of similar problem statements from other geographies. This includes a comparison of the problems that may have been solved in different geographies.

2. For each problem statement, the partner will work with SF to articulate the potential impact towards climate adaptation and climate mitigation.
**Phase 2: Solution Proposals** - The proposed solutions will address the problem statement with a justification for applicability to the particular context that considers geography, cost, and list all the stakeholders (buyers, decision makers, operatives, end-users, etc.). Specifically, this activity is to include:

a. **Solution stack** - To propose a solution stack against each problem statement. The solution stack will go beyond the capabilities of individual technologies. Rather, the solution stack will consider how a particular problem statement needs to be holistically addressed, inclusive of technology applicability, delivery models, and technology bundling for the given problem statement. For example, a solution stack for immunization as a problem statement could include:
   i. Last mile vaccine carriers
   ii. Solar direct drive vaccine refrigerators
   iii. Energy efficient Ice Line Refrigerators (ILRs)
   iv. Walk-in cooling for district vaccine storage
   A solution stack could also be a package of technologies within one care domain. For example, neonatal care may be a solution stack and include technological solutions for neonatal sepsis, birth asphyxia, and Respiratory Distress Syndrome (RDS).

b. **Technology selection** - To propose appropriate innovative medical technologies within the solution stack. Technology selection will follow a predefined selection criteria that will be proposed by the knowledge partner and agreed on by SF. The proposal needs to consider existing data on the safety, accuracy, and efficacy of the proposed solution. The technology needs to have a readiness state of TRL-8 and above (TRL-8 requires manufacturing licenses or approvals obtained from CDSCO and commercial batch manufacturing initiated). Further, the proposal needs to present a cost analysis that is inclusive of Capital Expenditure and annualized Operational Expenses for multiple tiers of procurement volumes.

c. **Technology benchmarking** - To include a comprehensive benchmarking against similar technological solutions available in the market. The benchmarking shall include the following:
   i. Technical and Clinical - Problem to solution fit, product features, regulatory status, evidence generation, and publications.
   ii. Scalability - Existing traction, operational readiness, production readiness, and adoption ecosystem mapping.
   iii. Financial - Capital cost, operational cost, cost of adoption, and a cost to benefit analysis.

d. **Technology availability** - To be cognizant of the capacities of the technology provider to scale the solutions to meet the need of the public health objectives. The technology should be ready for scale deployment with demonstrable evidence of large scale deployments in the chosen geographies.

e. **Technology adoption and institutionalization challenges** - To capture the budgets and ecosystem requirements to make the technology work, for eg: capacity building, hand holding, policy changes, data privacy, etc.
f. **Co-development of presentation collaterals** - To co-develop, along with SF, the presentation collateral of the chosen medical technology innovations in preparation of making pitches to public health decision makers.

**Deliverables for Phase 2: Solution Proposals**

1. Proposed solution stacks to meet the defined problem statements, along with the technological solutions to meet the requirements of the solution stack. There will be a minimum of 2 technological solutions proposed for each requirement within a solution stack. In cases where the technology solution proposed is unique and no clear alternatives exist, a clear justification of applicability shall be presented. For example, if the solution stack is immunization and the problem being addressed is last mile vaccine carriers, the knowledge partner will compare and benchmark from a minimum of 2 vaccine carrier providers to propose their applicability against the problem statement.

2. Proposing a model solution stack at the 3 tiers of public health centers - SCs/HWCs, PHCs, and CHCs/DHs. This is to include services provided by the technology provider, along with infrastructure and staffing requirements.

3. Presentation collaterals (pitch deck, product brochure, demo videos, regulatory clearances, clinical data. etc.) shall be prepared in conjunction with the SF medical technology team.

**Phase 3: Solution Deployment** - The knowledge partner is expected to provide procurement, operational, and M&E support to SF towards the deployment of the innovative medical technological solution. Specifically, this includes:

a. **Procurement guidelines** - To support SF in designing procurement guidelines of the chosen medical technology innovations. This may include recommended bundling or packaging for the chosen technology solutions.

b. **Site assessment** - To work with the medical technology innovation provider and the SF team to identify and evaluate the sites for deployment of the solution. This will require the knowledge partner to share an identification criterion for the site.

c. **Operations support** - To ensure that the technology provider is responsible for operationalizing the solution in the chosen geographies. This may include sending joint teams from the technology partner and the knowledge partner, along with representatives from SF to ensure the solution is operational to the satisfaction of the end user.

d. **Monitoring and Evaluation** - To work with the technology provider to ensure that a track and trace system is in place to monitor the functioning of the technology solution. Further, the evaluation shall include periodic measurement of the outcomes against the stated problem statement. The metrics (KPIs) to assess outcomes shall be proposed by the technology provider and agreed by the knowledge partner and SF. The KPIs will include impact on environmental sustainability.

**Deliverables for Phase 3: Solution Deployment**

A detailed plan for the deployment of the chosen solution stacks. The plan will meet all requirements as stated in the above section, including:
1. Procurement guidelines
2. Site assessment report
3. Technology provider’s operative readiness report
4. Technology provider’s monitoring and evaluation system

**Phase 4: Outreach** - The knowledge partner is expected to work with the technology provider and SF to perform various kinds of outreach activities with the goal of propagating the outcomes of the project to the broader public health ecosystem. This outreach activity may include presentations at conferences, scientific articles in peer reviewed journals, co-authored white papers, and evidence sharing with public health committees.

**Deliverables for Phase 4: Outreach**

The partner will provide a detailed plan for outreach activities to propagate the impact of the deployed solutions. The plan will include:

1. At least 3 case studies and 1 video per solution stack
2. Presentations summarizing the work and learning 3 months post installation for each solution stack.
3. At least 1 state or national level roundtable / webinar to discuss learning and next steps.

Please see the flowchart below summarizing the four phases of the project:
7. **Proposal costing guidelines for partners**

The unit metric of the project is considered to be 3 problem statements per region (a region is roughly defined as 3+ districts in one state). SF will evaluate bids using this unit as a benchmark to determine project cost. For example, one “unit” may include neonatal asphyxia, immunization, and high maternal mortality within 3 districts of Mizoram. **Partners (henceforth called bidders) may bid for one or more “units” as per this definition.** A bidder will propose the following:

1. Number of relevant & applicable problem statements
2. Tentative problem statements proposed
3. The applicable number of regions
4. Their approach and methodology through phases 1 – 4
5. The costing will include timelines and deliverables.

8. **Human Resources guidelines**

   The bidder shall propose the human resources they intend to deploy for the project. The proposal shall include the roles and responsibilities of the human resources, and shall include the CVs of the individuals as well. Please see Annexure 4 - Price Schedule for the format of the submission.

9. **Timeline**

   The expected timelines for each phase of the project as listed in the table below. For detailed deliverables, see the deliverables listed individually for each phase.

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<tr>
<th>Phase</th>
<th>Timeline per phase</th>
<th>Core Objective</th>
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<tr>
<td>Phase 1 - Research</td>
<td>1 - 3 months</td>
<td>Define the key public health problem statements particular to a region and presented as a report.</td>
</tr>
<tr>
<td>Phase 2 - Solutions Proposal</td>
<td>1 - 3 months</td>
<td>Present solution stacks and potential technological solutions against problem statements.</td>
</tr>
<tr>
<td>Phase 3 - Solutions Deployment</td>
<td>3 - 6 months</td>
<td>Define the system to track deployments and monitor impact of deployments</td>
</tr>
<tr>
<td>Phase 4 - Outreach</td>
<td>2 - 3 months</td>
<td>Co-design outreach activities to propagate the impact of interventions to relevant stakeholders.</td>
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10. Terms of Contract

Amongst other things, the relation between the SELCO Foundation and selected Bidder (collectively “Parties”) will be governed by the following terms which will be incorporated in a formal Agreement. The contractual relationship shall commence on the date it is signed by all Parties and shall remain valid for 6 months unless changed and agreed by either party in writing.

a. Project Timelines:

i. In the event of timelines not being met, or the bidder is not able to give the deliverables on time, the bidder shall explain the delay in writing to the SELCO Foundation and obtain written permission from the SELCO Foundation for such delay. In case of such explanation is not given and written permission is not sought by the bidder, and where the SELCO Foundation refuses to give permission for extension of timeline for any reason, the same shall be construed as “delay” in adhering to the timeline.

ii. A delay beyond 30 days is subject to a penalty equivalent to 2% of the fee payable for such deliverable; and the SELCO Foundation shall deduct this amount from the fee payable to the bidder.

iii. A repeated delay of more than 30 days, in more than two (2) instances is treated as non-adherence of the Agreement and the Foundation is at liberty to terminate the relationship on the ground of repeated delay in deliverables.

b. Sub-contracting:

In the event that the bidder requires the services of subcontractors to perform any obligations under the Agreement, the Bidder shall obtain prior written approval of the SELCO Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Bidder to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement, and the Bidder shall be solely responsible for all services, obligations and deliverables performed by its subcontractors.

c. Financials and Reporting:

The total project cost includes GST, cost of travel and accommodation. The cost will be paid by the SELCO Foundation to the Bidder on achieving the milestones mentioned below. TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. The above fee shall be inclusive of all statutory duties & taxes applicable if any, such as GST etc. Bidder will be reporting to the Senior Program Manager-SELCO Foundation, on activities & progress achieved on deliverables. Invoice will be processed further to the approval of Associate Director-SELCO Foundation.

The proposed payment schedule for the project is as shared below:

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<th>Disbursement</th>
<th>Milestone</th>
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<td>20%</td>
<td>Signing of contract</td>
</tr>
<tr>
<td>25%</td>
<td>Submission of Phase-1 deliverables</td>
</tr>
<tr>
<td>Disbursement</td>
<td>Milestone</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>25%</td>
<td>Submission of Phase-2 deliverables</td>
</tr>
<tr>
<td>10%</td>
<td>Submission of Phase-3 deliverables</td>
</tr>
<tr>
<td>20%</td>
<td>Submission of Phase-4 deliverables</td>
</tr>
</tbody>
</table>

a. **Indemnification:**

The bidder shall indemnify and hold SELCO Foundation and its Trustees 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 the Bidder in connection with the project or (2) Bidder’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.

b. **Confidential Information, Patent, Copyright and other Proprietary Right**

i. All material arising in relation to this Agreement shall be co-branded and shall contain the logo or the name of both Parties unless otherwise stated by the Party in writing. All such material and intellectual property can be used by any third party (ies) provided that such parties acknowledge SELCO Foundation’s moral rights in writing in relation to such works.

ii. All photographs, reports, estimates, recommendations, documents, and all other data compiled by or received by the Bidder in performance of the Agreement or otherwise shall be made available for use or inspection by the SELCO Foundation at reasonable times and in reasonable places and shall be delivered only to the SELCO Foundation’s authorized officials on demand in writing.

iii. The Bidder 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 Bidder shall treat all proprietary information provided by SELCO Foundation with the same level of that it uses to protect its own proprietary information, but in no event lesser than reasonable care. The Bidder will not at any time, except under legal process, divulge any trade or business secret relating to the SELCO Foundation or any customer or agent of the SELCO Foundation, which may become known to him by virtue of his position under this Agreement.

iv. Reports or other data that are developed specifically for the performance of the Agreement shall be delivered by the Bidders along with the reports and data to the Foundation as per the milestones stated above. Dissemination of the reports and any information related to performance of Agreement or developed as part of Agreement, shall only be done upon informing SELCO Foundation of such use in writing. The SELCO Foundation reserves the right to publish any deliverables/output of the impact study. The Bidder shall not publish on its own the
outputs, process, outcomes or impacts of this project without informing SELCO Foundation in writing. All deliverables will have the logos of SELCO Foundation and the Bidder on the cover pages or shall contain acknowledgement of SELCO Foundation’s moral rights in relation to such work, unless otherwise stated by the Party.

c. **Publicity, use of name & Logo of the Foundation**  
The Bidder shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the SELCO Foundation, nor shall the Bidder, in any manner whatsoever use the name, emblem, logo or official seal of the SELCO Foundation in connection with its business or otherwise without informing SELCO Foundation in writing of such activities prior to such use.

d. **Observance of Law:**
   i. The Bidder shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
   ii. The Bidder will provide surety 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 Bidder shall agree to 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.

e. **Non-solicitation**
   Neither Party shall during the term of this Agreement and for a period of one (1) year thereafter, either directly or indirectly, through any third party (ies) recruit, solicit discuss employment with, hire or induce any individual to leave the employment of the other Party, unless the prior written consent is obtained from the other Party.

f. **Termination:**
   The Parties will terminate the Agreement by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of thirty (30) days from the date of such notice. In addition, SELCO Foundation may also terminate the Agreement in the event of any fraud, misconduct or neglect of duties on the part of the Bidder. Upon termination of the Agreement 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 Bidder shall deliver all deeds, documents and paper in its possession relating to the business of the SELCO Foundation or relating to the Project or as the SELCO 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.

g. **Force Majeure:**
   i. *Force majeure* as used in the Agreement will mean 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 Bidder.

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 Agreement. 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 Agreement. 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 Agreement.

iv. If the Bidder is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Agreement, the Foundation shall have the right to suspend or terminate the Agreement on the same terms and conditions as are provided for in this Agreement.

h. Both the SELCO Foundation and the Bidder fully and freely intend to create an independent Contractor relationship under the Agreement. Nothing in the Agreement shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

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

   ii. Any dispute, controversy, or claim between the Parties arising out of the Agreement 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 Language of Arbitration shall be English and the venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.

Note:- These terms of contracts outline the formal relation between the Parties. However, SELCO Foundation is not bound to incorporate all of the above mentioned terms in the final Agreement to be executed between the Parties.
ANNEXURE 2: LEGAL AND FINANCIAL DETAILS OF BIDDERS TO BE SUBMITTED

All documents to be stamped, signed, and submitted on the organization’s letterhead.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Organization</td>
</tr>
<tr>
<td>2</td>
<td>Year of starting the organization &amp; registration number (registration certificate or any other relevant document to be enclosed)</td>
</tr>
<tr>
<td>3</td>
<td>Name and designation of the authorized signatory for agreement</td>
</tr>
<tr>
<td>4</td>
<td>Address of the bidder (along with phone no. &amp; pin code)</td>
</tr>
<tr>
<td>5</td>
<td>Legal status of bidder (Proprietorship / Partnership / Pvt Ltd / Limited / others)</td>
</tr>
<tr>
<td>6</td>
<td>GSTIN Number</td>
</tr>
<tr>
<td>7</td>
<td>PAN No. of Income Tax Dept.</td>
</tr>
<tr>
<td>8</td>
<td>Copy of Income Tax (IT) returns for the last three (3) financial years</td>
</tr>
<tr>
<td>9</td>
<td>Audited financial statements for the last three (3) financial years (Certified copy of Chartered Accountant report in P&amp;L account to be enclosed)</td>
</tr>
<tr>
<td>10</td>
<td>GST registration and GST returns filled in the last three (3) financial years</td>
</tr>
<tr>
<td>11</td>
<td>Letter of declaration to confirm that the bidder has not been blacklisted by any entity or institution</td>
</tr>
<tr>
<td>12</td>
<td>Particulars of total strength of staff available in the organization</td>
</tr>
</tbody>
</table>
ANNEXURE 3: TECHNICAL DETAILS OF BIDDERS TO BE SUBMITTED

All documents to be stamped, signed, and submitted on the organization’s letterhead.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposal outlining the approach and methodology, key activities, and timelines as per the detailed scope of work listed in Annexure - 1</td>
</tr>
<tr>
<td>2</td>
<td>Organizational profile and past experience relevant to this project/assignment as per technical eligibility criteria listed in the tender document.</td>
</tr>
<tr>
<td>3</td>
<td>Three (3) sample reports of previous work in the public health sector</td>
</tr>
<tr>
<td>4</td>
<td>CVs of project personnel who will be involved in this project</td>
</tr>
<tr>
<td>5</td>
<td>At least three (3) client references and contact information</td>
</tr>
</tbody>
</table>
**ANNEXURE 4: PRICE SCHEDULE**

All documents to be stamped, signed, and submitted on the organization’s letterhead.

Particulars to be submitted in the financial bid.

Price schedule to partner with SELCO Foundation across the four phases of the Energy For Health project.

The rate quoted to SELCO FOUNDATION should include all taxes levied by the State & Central Govt., travel costs for physical meetings if any.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Fee Particulars</th>
<th>Per Unit Cost</th>
<th>Amount in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Professional Fees (A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Field Expenses (B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Travel Expenses (C)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Any Additional Expenses (D)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total (A+B+C+D)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GST @ _ _ _ %</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# PRICE BREAKUPS

## Professional Fees (A)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Proposed Position</th>
<th>Number of Persons</th>
<th>Unit Price (INR)</th>
<th>Proposed Days</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total (A)

## Other Costs (B,C,D)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price (INR)</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total (B)

| C1      |             |      |          |                  |              |
| C2      |             |      |          |                  |              |

Sub Total (C)

| D1      |             |      |          |                  |              |
| D2      |             |      |          |                  |              |

Sub Total (D)
**ANNEXURE 5: TERMS & CONDITIONS DECLARATION**

If our tender is accepted, we hereby undertake to abide as per the stipulated Terms and Conditions, to provide services narrated in the Annexure 1.

We agree to abide by this tender for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of corruption Act, 1988”.

We understand that you are not bound to determine the price based on the lowest offer that you may receive.

We accept that all disputes between parties will be adjudicated by a competent court in Bangalore, India.

I, ________________________________ (Name of signatory) on behalf of the bidder ________________________________ (Name of the bidder), hereby certify that I have noted the scope and deliverables mentioned and the prices quoted above are as per the details specified and in compliance with Annexure 1.

Dated this.......... day of..........2023

Signature

(Name and Address of the Bidder with seal)

(In the capacity of........... Duly authorized to sign the Tender for and on behalf of____________________)