

Terms of Reference (TOR)

Empanelment of Experts: Seeking experts to Vet Training Packages under SELCO Foundation's Skilling Program

Title	Empanelment of Experts for Vetting the Training Packages	
Timeline	12 Months – (April 2024 – March 2025)	
Expected area of expertise	 Solar Technical Business Development / Entrepreneurship Development for Solar/ Clean Enterprise Solar Decentralized Renewable Energy Financing/ Financing for the end users like Agri and allied financing, MSME financing, Financing Policy Knowledge, Financing 	
Apply Link	https://forms.gle/nfZBhCDkhfTSJ1gD9 (Contact Procurement for Form Link)	

About SELCO Foundation:

SELCO Foundation's mission is to create a platform of solutions that uses sustainable energy as a catalyst to bridge environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies, where services are accessed by all communities. The interventions of SELCO lead to a sustainable delivery model of essential services like livelihoods, education, and health till the last mile. (Read more about SELCO here: http://www.selcofoundation.org/)

1. Summary of the project:

The solar energy sector is undergoing a massive technological transformation that is set to shift the boundaries of conventional energy supply chains. There is an estimate of 370,000 jobs in the off-grid lighting sector in Asia alone. By 2030, the entire Decentralized Renewable Energy (DRE) value chain, including sales, installation, service, appliances, and operations and maintenance—is projected to create 4.5 million jobs globally. The International Labour Organization (ILO) has estimated that India alone could add 3 million new jobs for the renewable energy sector. The dearth of skilled workers exists across the DRE value chain, including manufacturing and assembly, sales, marketing, quality installation, operation & maintenance and financing. It's an especially big problem in remote, rural areas where lack of energy access gaps and joblessness are most severe.

The skilled individuals are needed **at all level- Supply side:** "Local Solar Energy Enterprises , Technicians, Designers, Service Providers , Energy Associates, NGOs" for meeting the DRE needs, **Demand side:** "End Users" for strong maintenance and servicing networks and **Enablers:** "**Informed** financiers", for making the solutions affordable for the poor and vulnerable community to address climate change challenges globally.

SELCO Foundation has designed a skilling program around decentralized renewable energy to provide three categories of services:

- Benchmarking of the training module / content for hands on training
- Create a pool of trained master trainers and trainers and industry expert with the grassroots experience and well versed with regional and vernacular language for the training
- Build partnership with multiple stakeholders for training delivery (both online & offline) and getting feedback about the training for the periodic updating of the training module / content

Training Content / learning materials have been categorized into three training packages

Training Package Category	List of training packages	Typologies	Та	rget audience
 Site/Energy assessment Solar System designing Solar PV 	Categories: Basic, intermediate and advance		Energy auditors and designers	
Technical	Installations		Solar Technology Providers	Installers
training	 Load Wiring Quality Inspection & Best Engineering practices Servicing and maintenance 	Levels: Solar for Home based, livelihood, institutions-		Service technicians/ service entrepreneurs/ seva prathinidhi
Business / Entrepreneurship training	 Business plan for CEE businesses Partnership building - Govt and institutions 	Basic, intermediate and advanced Levels:	Suppliers	Retailers and Dealers
				Entrepreneurs of CEE
			System	Sales executive/ Business Associate
	 Admin +Human Resource Management and Management for CEE 		integrators + Service providers	Service Associate / Service technicians/ service entrepreneurs/ seva prathinidhi Commission agents: Business Associate

	 Financial inclusion (End user) Investment readiness (Enterprise) Expansion to new geographies Customer interactions and awareness building Relationship with FIs and Financial inclusion Bookkeeping Sales and marketing Supply chain management Partnership development - Relationship building and communication skills - End user level Inventory management 			NGOs - Staff who is involved in DRE program planning and implementations
Awareness building and O & M training	 Awareness building on DRE Basics of Operations and maintenance 	Categories: Small, Medium, Large Levels: Home based, livelihood, Health/ Institutions	End Users	Individual Farmers, SHG, PG, FPOs, JLG, Cooperatives, Health staffs, MSME Entrepreneurs
DRE financing Unlocking training	 Awareness for DRE for Financiers Financing for DRE Program design Financing for DRE Program implementation 	Category:	Financier	Decision Makers of the financial institutions - CEO, MD, Chairman, CFO etc. Branch Manager Banking correspondents

2. Goals and Objectives

To identify and empanel pool of Academicians, Practioniers and Sector/ Industry Experts for vetting of the training packages -" Solar Technical Training, Business/ Entrepreneurship Development for Solar / Clean Businesses and DRE Financing Training Content for the financiers"

3. Scope of Work

Expert (academicians/ practioniers / sector/ Industry Experts) empaneled by SELCO Foundation under SELCO Skilling Program will review the training packages (Learner's manual, facilitator's guide and training module/ content) and share their input / feedback to finalize the packages more hands on and in line with industry standards. The input/ feedback will include the

- The empaneled expert will be approached on a need basis for the review and their feedback
- The empaneled expert will be shared a draft training packages (Learner's Manual, Facilitator's Guide and training module / content/deck) for the review and their feedback by SELCO Skill team
- The training packages will be shared based on their areas of the expertise for the review and feedback

4. Methodology and Approach for the Review and Input/Feedback

- The defined format will be shared for the feedback / input to the empaneled experts
- Online / In person consultation will be conducted with training package developer and SELCO Skill team for any clarification about the feedback / input

5. Deliverables

- Create pool of empaneled experts (Academician / Practioniers / Industry or Sector Experts) for the vetting the training packages - "Solar Technical", "Entrepreneurship/ Business Development" and "DRE Financing"
- Review the training package and share the feedback / input in a defined format and within a defined timeline to the SELCO Skill Team. The feedback format will be shared by SELCO team
- Multiple consultations (at least one consultation for each training package with Academician or Industry/Sector Expert or Practioniers) for the review of the training packages will be conducted
- At least ,10 experts will be onboarded under each category (Category 1, Category 2 and Category 3)

6. Requirement:

Review Level	Review Team	Details		
External Review Experts				
The external review of the training package will be done by Academician or External Practioniers or Sector/ Industry experts				
	eam will decide as per the training pactioniers or Sector/ Industry experts for re	•		
Category 1: Academician	Academician with Solar Decentralized Renewable Energy knowledge	Can share learnings from their teaching and research experience		
(Solar Technical or End User Financing or Entrepreneurship Development)	An academician is a faculty member at a university or college who specializes in a particular area of study and teaches students there. They provide lectures based on their area of expertise, and document and publish their research developments for scholars			
Category 2: Sector/ Industry Expert (Solar Technical or End User Financing or Entrepreneurship Development)	Sector Expert / Industry Expert (10+ Years of Experience in Solar Decentralized Renewable Energy sector) An industry expert / sector expert is a person who is very skilled at doing something or who knows a lot about a particular subject or sector	Possess broad and comprehensive knowledge of an entire industry and sector and share practical, real-world advice and insights		
	An expert has extensive knowledge on a subject gained from a significant amount of experience.			
	Professionals with industry / sector experience are advantageous to get their insights for training content because it enables knowledge transmission, particularly in the specific sector. It is crucial to stay informed on the latest trends in your industry for any kind of business or expertise.			

Category 3: External	External Practitioners	Can share learnings from their
		implementation experiences
Practitioners	(4 to 10 Years of Experience in	
	Solar Decentralized Renewable	
(Solar Technical	Energy Sector)	
or End User	Practitioners are well experienced	
Financing or	with the program operation and	
Entrepreneurship	implementation in a particular	
Development)	industry	
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7. Empanelment Criteria

- Individual person will be on-boarded
- Experience and qualification details will be reviewed and shortlisted by SELCO team
- SELCO team will interview the shortlisted applicants
- A one-year empanelment agreement will be signed between SELCO and the selected expert.
- The experts with similar experience of training content vetting will be preferred

8. Timelines:

12 Months

9. Selection Criteria:

Content Vetting - Expert Committee.docx

10. Payment Terms

- The services of the empanelled experts will be availed as per the need basis
- The empanelled experts will be paid for their service on hourly basis
- The payment will be decided by SELCO team as per the' internal policy
- The payment terms and conditions will be communicated to all the empanelled experts in the beginning

11. 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 preferred experts sector and submit the same to google form link https://forms.gle/nfZBhCDkhfTSJ1qD9 on before 29th April 2024.

Any further queries please write to <u>procurement@selcofoundation.org</u> with a subject line: "Empanelment of Experts for Vetting the Training Packages" (Name of Project)

Note: The application will be evaluated on a rolling basis.

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 Maieure:

- (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.