



## Terms of Reference (TOR)

### ToR for consultant onboarding for business plan development

<b>Title</b>	<b>onboarding for business plan development</b>
<b>Timeline</b>	12 Month (One Year)
<b>Expected area of expertise</b>	Expertise in Business Plan Development, Collaborative with Client to Improve Business
<b>Apply Link</b>	<a href="https://forms.gle/C5JCt3zTpnAgKcpaA">https://forms.gle/C5JCt3zTpnAgKcpaA</a> (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:

SELCO Foundation's Tech incubation vertical aka 'CatalyseTech' aims to foster an enabling ecosystem for innovation driven entrepreneurship at the bottom of the pyramid, to encourage and ensure participation of underrepresented communities.

CatalyseTech initiative encourages engagement and cooperation between various stakeholders, including investors, policymakers, academic institutions, inventors, entrepreneurs and end user communities. The objective is to establish a resilient and inclusive ecosystem that fosters the development of grassroots innovations and aids in resolving regional livelihood, productivity and health challenges while also responding to global climate action (SDG13) efforts.

At CatalyseTech, as a grassroots incubator we offer need-based support to innovation driven enterprises working on sustainable solutions for the rural, underserved and marginalized communities. And as ecosystem enabler, we offer support to young innovators at early stages and build awareness about the significance of diversity and inclusion in entrepreneurship, as well as advocating for ecosystem that encourage equal opportunities for all entrepreneurs.

In pursuit of our objective, we are in the process of onboarding a consultant/Agency renowned for their expertise in business plan development. By harnessing their knowledge and guidance, our aim is to provide comprehensive strategies and actionable insights to our 15 to 20 Grass root incubatees across india. This approach ensures the successful realization of their business objectives, facilitated through effective communication in languages such as Hindi, English, Kannada, and Odia.

“Organization may onboard multiple consultant/Agency for the specific project for specific region”

## **2. Goals and Objectives**

To support SELCO incubatees in developing robust and sustainable business models, validating their concepts, formulating growth strategies, and ensuring long-term impact and sustainability, while effectively engaging and leveraging the expertise of consultants.

- Conduct thorough assessments of current business models, validate concepts, and identify areas for improvement.
- Collaborate with incubatees to design innovative and adaptable business models tailored to their unique needs and market dynamics.
- Provide guidance, resources, and ongoing support to help incubatees implement, test, and refine their business models effectively.
- Assist incubatees in identifying and addressing potential risks, enhancing sustainability, and navigating obstacles for long-term growth.
- Collaborate with incubatees to define clear growth objectives and milestones, develop growth strategies, and facilitate access to networks and partnerships.
- Empower incubatees with the skills, knowledge, and resources necessary to independently manage and grow their businesses sustainably.

## **3. Scope of Work**

### **1. Personalised Business Plan Development:**

- A. Conducting comprehensive one-on-one consultations with the entrepreneur to deeply understand the business, its objectives, and market dynamics.
- B. Providing tailored guidance to evaluate and forecast enterprise growth plans, aligning with the entrepreneur's vision.
- C. Assisting in the meticulous documentation of business strategies, roadmaps, and organizational goals within the business plan framework.

### **2. Financial Planning and Modeling Support:**

- A. Collaborating closely with the entrepreneur to meticulously outline and model a robust financial plan integrated with Key Performance Indicators (KPIs) and exit strategies.
- B. Providing expert guidance in financial forecasting and budgeting to ensure alignment with business objectives and market realities.
- C. Offering ongoing support to refine financial projections and strategies based on evolving business needs and market dynamics.

### 3. Investor-Ready Pitch Deck Development Assistance:

- A. Facilitating the development of an impactful investor-ready pitch deck by summarizing key business points in a concise and compelling manner.
- B. Providing strategic guidance in crafting a compelling narrative that effectively communicates the business value proposition, market opportunity, and competitive advantages.
- C. Conducting thorough pitch deck reviews, including mock presentations before an expert panel, to refine messaging, address potential concerns, and enhance overall effectiveness.

### 4. Business Validation:

- A. Ensure alignment of mission and vision with business objectives and market demands.
- B. Conduct comprehensive end-user understanding to tailor solutions accordingly.
- C. Perform in-depth market research to identify trends, opportunities, and challenges.
- D. Conduct benchmarking and competition analysis to identify strengths, weaknesses, and differentiation strategies.
- E. Collaborate with the entrepreneur to build a compelling value proposition that resonates with target audiences.

### 5. Continuous Support and Feedback:

- A. Offering ongoing support and feedback throughout the business plan development process to ensure clarity, coherence, and alignment with incubatees' objectives.
- B. Providing regular checkpoints and progress reviews to track milestones, address challenges, and make necessary adjustments.
- C. Encouraging open communication and collaboration to foster a supportive and constructive partnership between the consultant and incubatees.

## 4. Deliverables

SI No	Head	Description
1	One-on-One Expert Consultation	<ol style="list-style-type: none"><li>1. Understanding, evaluating, and forecasting the enterprise growth plans and financial needs.</li><li>2. Field visit to Enterprises to collect data if required.</li><li>3. Prepare evaluation report of each enterprise, MoM and Photos</li></ol>
2	Business Plan Development (Including 3-year financial plan)	<ul style="list-style-type: none"><li>• Assisting the enterprise to model robust financial, document strategies, roadmap, and goals of the organization.</li></ul>
3	Pitch Deck	Assisting the entrepreneur to summaries key points into a slide presentation. <ol style="list-style-type: none"><li>1. Investment pitch deck</li><li>2. Partnership Pitch deck</li></ol>

"All reports and pitch decks will be subject to review by the organization. Consultant/Agency are required to incorporate necessary changes based on the suggestions and comments provided during the review process."

**5. Requirement:**

Desired Skills of Consultant for the Program:

- Expertise in Business Plan Development: Crafting comprehensive plans with market analysis, financial projections, and growth strategies.
- Understanding of Business Aspects: Familiarity with market dynamics, trends, and competitive landscape for tailored strategies.
- Compilation of Business Information: Synthesizing data into actionable insights using best practices and case studies.
- Proficient in effectively conveying intricate concepts through both written reports and verbal presentations in Hindi, English, Odiya, and Kannada. Able to articulate complex ideas clearly and concisely across multiple languages.
- Collaborative and Client-focused Approach: Working closely with clients to meet their needs and exceed expectations.
- Adaptability and Resilience: Effective management of multiple priorities in a dynamic environment.
- Passion for Entrepreneurship: Dedication to supporting early-stage ventures and driving social impact.

**6. Timelines: Consultant / Agency Onboarded one year**

We estimate the project will take about 1 year to complete, subject to change based on the project's complexity and scope of the work.

<b>Deliverables</b>	<b>May-June-July</b>	<b>Aug-Sep-Oct</b>	<b>Nov-Dec-Jan</b>	<b>Feb-March-April</b>
One-on-One Expert Consultation				
Business Plan Development (Including 3-year financial plan)	5 enterprises	5 enterprises	5 enterprises	5 enterprises
Pitch Deck				
<b>Total number of enterprises</b>	<b>20 enterprises</b>			

## 7. Selection Criteria:

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

- Agency/Consultant will be evaluated on the basis of prior work experience, portfolio, and wide experience in curating content both photo and videos
- Agency/Consultant to understand the core value and mission of the organization, Selco Foundation
- Agency/Consultant to understand the aims and objectives of the Business Development and management
- Agency/Consultant to have prior knowledge of working with the NGOs
- The financial proposal will be evaluated based on approach & work plan, prior work experience, expertise, cost, and proposed payment terms.

## 8. Payment Terms:

Fixed as per the agreement between consultant and SELCO Foundation. Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

## 9. To apply

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/C5JCt3zTpnAgKcpaA> on before **10th May 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **"consultant onboarding for business plan development"** (Name of Project)

## Refer Terms and Condition:

1. **Sub-contracting:** In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors
2. **Quality Assurance**  
The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.

### **3. Financials & Reporting**

TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

### **4. Indemnification**

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

### **5. Patent, Copyright and other Proprietary Rights**

- (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
- (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
- (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports

and any information from the said contracts shall be done with written approval from the Foundation.

**6. Publicity, use of name & Logo of the Foundation:** The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

**7. Observance of Law:**

- (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- (ii) The Consultant represents and warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the *Child Labour (Prohibition and Regulation) Act of 1986*, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- (iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the *Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013*, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace

**8. Termination:**

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the Foundation if similarly forwarded to the registered office. Upon the termination of this contract and payment of the said fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

**9. Force Majeure:**

- (i) *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Consultant

- (ii) In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.
- (iii) On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- (iv) If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.

**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.