



## Terms of Reference (TOR)

### Onboarding Agency for “Catalyse Tech 2024: Innovations in Climate-Resilient Agriculture and Allied Technologies”

<b>Title</b>	<b>Hiring of Partner Agency for - “Catalyse Tech 2024: Innovations in Climate-Resilient Agriculture and Allied Technologies”</b>
<b>Timeline</b>	<b>15 Months</b>
<b>Expected area of expertise</b>	<ul style="list-style-type: none"><li>• Ability to manage the project end-to-end Activates.</li><li>• Established contacts of SMEs, companies, organizations in Agri &amp; Allied sector.</li><li>• Knowledge of Agri &amp; allied technologies, machineries along with basic knowledge of product design and manufacturing.</li></ul>
<b>Email and website</b>	<a href="https://forms.gle/imk5iwCHBUbtdiGg7">https://forms.gle/imk5iwCHBUbtdiGg7</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 link environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies where all communities have access to essential services. SELCO Foundation's Agri & Allied program focuses on empowering farmers and rural communities through sustainable agriculture practices, thereby creating an impact in terms of improved energy-efficient technology, increased crop yields, enhanced livelihoods, and reduced carbon footprint. To know more about SELCO Foundation, visit [www.selcofoundation.org](http://www.selcofoundation.org).

#### **1. Summary of the project:**

India's agriculture sector, the backbone of the country's economy, faces significant challenges in productivity, efficiency, and sustainability. A prominent factor contributing to these challenges is the technology gap, which hinders the sector's potential to meet the growing demands. Adapting energy-efficient machinery and technology can significantly reduce energy consumption, environmental impact, and costs, while improving agricultural productivity and sustainability to help the farmers in their wholistic growth in agricultural ecosystem.

Catalyse Tech 2024 Innovation program aims to provide R&D support to the companies/enterprises across India to design, develop and test a novel machine, equipment and/or technology addressing the current gaps in the Agri & Allied sector that can benefit farmers and rural entrepreneurs in India. This program focuses on empowering companies in developing efficient Agri & Allied solutions that leverage climate technology to create sustainable solutions for a more resilient agricultural future. The initiative seeks to accelerate the novel solutions, transforming ideas into prototype Minimum Viable Products (MVPs) with potential for impact. Also, the aim is to support the selected companies/organizations whose work aligns with our mission to improve agriculture practices and promote sustainable solutions in the field.

We are seeking to onboard a strategic agency partner to conceptualize and execute the program from start to finish, delivering a comprehensive end-to-end solution.

## 2. Goals and Objectives

- **Identify and address gaps:** Determine key areas where agricultural machine, equipment, technology is lacking or inefficient.
- **Design, develop, and test:** Support the creation of prototype MVPs that demonstrate innovative solutions to a pressing agricultural challenge and field test it.
- **Accelerate Innovation:** Solution should focus on Improving agricultural productivity, enhance sustainability, Increase accessibility and affordability.
- **Foster collaboration:** Encourage partnerships among farmers, researchers, industry experts, and innovators.

## 3. Scope of Work and Key tasks

- **Outreach & Marketing:**
  - Develop outreach materials with SELCO Foundation, including branding, posters, videos, and web presence.
  - Disseminate information about the program to reach a broader audience.
  - Circulate information about the program to reach wider audience.
  - Ensure effective promotion and visibility for the program.
- **Response Collection:**
  - Create and distribute the application form.
  - Communicate with applicants, provide assistance, and collect data.
  - Collate data in a presentable format.
  - Assist in shortlisting applicants along with SELCO Foundation.

- **Due Diligence**
  - Plan and conduct a detailed review of the shortlisted companies to verify information and claims.
  - Ensure accuracy and legitimacy of the applicant data.
  
- **Stakeholder meetings and site visits**
  - Support creating expert & review panels, organize review meetings with all the stakeholders.
  - Arrange site visits to assess progress.
  
- **Documentation and reports**
  - Document all activities, processes, and outcomes.
  - Submit a comprehensive report along with videos & photos showcasing project stories, impact and achievements.

#### 4. Deliverable

The deliverables for the partner Agencies/ Companies/ Organizations will be structured as a series of tasks. The deliverables with the tentative timeline are as follows:

Tasks	Timeline
<b>Strategizing &amp; Outreach:</b> Define the end-end strategy on this assignment, Creating outreach material like brochures, flyers, videos.	Sep '24
<b>Application form:</b> Floating the material with application forms, collecting & collating data to consolidate everything in a presentable manner	Sep '24
<b>Initial shortlisting:</b> Shortlist the potential applications meeting all the criteria	Oct '24
<b>Final Shortlisting:</b> The initial shortlisted companies 1-1 presentation with the review panel and finalising the participants	Oct '24
<b>Due diligence:</b> Conduct a detailed DD of the shortlisted companies & signing T&C	Nov '24

<b>Initial Meeting 1-</b> 1st review meeting of all the stakeholders (participant, panel, agency, SELCO Foundation) to define the deliverables, next milestone	Nov '24
<b>Review Meeting 2-</b> 2nd review meeting of the stakeholders to check the progress and milestone reach	Jan '25
<b>Review Meeting 3-</b> 3rd review meeting of stakeholders to check the progress and milestone reach	Mar '25
<b>Review Meeting 4-</b> 4th review meeting of stakeholders to check the progress and milestone reach	May '25
<b>Review Meeting 5-</b> 5th review meeting of stakeholders to check the progress and milestone reach	Jul '25
<b>Review Meeting 6-</b> 6th review meeting of stakeholders to check the progress and details of the final launch/demo/ field test	Sep '25
<b>Final demo:</b> Participants will Field test the built product, give a Product demo,	Oct/Nov '25
<b>Reports:</b> Agency to submit detailed reports, documents, photos, videos	Nov '25

## 5. Requirements:

- Ability to manage the project end-end with minimal assistance.
- Adherence to the timeline for each deliverable.
- Proven experience in handling the similar contracts & projects.
- Established contacts of SMEs, mentors, companies, organizations in Agri & Allied sector.
- Strong portfolio showcasing relevant previous work.
- High level of self-motivation, commitment, and dedication to meet deadlines.

- Excellent interpersonal skills with experience in coordinating with diverse stakeholders.
- Flexible to travel in rural and remote areas depending on the need and requirement.
- Knowledge of Agri & allied technologies and machineries along with basic knowledge of product design and manufacturing.
- Experience in project coordination using Microsoft office, Google Sheets and Docs.
- Ability to work collaboratively as part of a team, delivering content that meets SELCO Foundation's brand standards and guidelines.

## **6. Selection Criteria:**

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

- Indian based agency/firm.
- The proposal and quotation should be inclusive of all necessary taxes and costs applicable.
- All relevant files, including editable versions of the deliverables, need to be provided by the agency/company/organization.
- Kindly mention your name, address, contact information along with correct bank details and signature in the proposal and quotation.
- Please ensure you have a valid GST Number, irrespective of your registered company
- SELCO Foundation is open to onboarding multiple agencies/company/organization who may be interested and/or have expertise in working in a specific geography.
- Agency/ Organisation/ Company having experience handling similar projects, assignments, contracts & challenges.
- Agency/ Organisation/ Company having good domain knowledge on Agri & Allied technology along with expertise in design aspects and prototyping concepts (R&D).
- Agency/ Organisation/ Company having dedicated resources (include infrastructure + HR) team to handle this assignment with high level of commitment and with minimal assistance.
- Agency/ Company/ Organisation should have establish contacts of SMEs & mentors in Agri & Allied sector.
- The financial proposal will be evaluated based on expertise, cost, lead-time and proposed payment terms.

## **7. Application Procedure:**

Interested agencies, organizations, companies must submit the following documents /information to demonstrate their qualification, experience and suitability to undertake the assignment. All supporting documents must be part of the detailed CV and uploaded as one document.

- Agency Profile, CV, Resume with evidence of relevant work experience and education
- Consolidated previous work details in the domain with sample reports handling similar projects
- References (credible people we can contact for information about you)
- Proposed work plan (including duration needed to complete project)
- Brief description of activity methodology (how the agency intends to carry out this work)
- Financial Proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs.

## **8. Timelines:**

The agency / company/ organisation will be on boarded for this project period of **15 months**, during which the agency is required to complete and deliver all the assigned tasks. The period mentioned is subject to changes based on the project's complexity and scope of the work.

## **9. Payment Terms:**

- Costs quoted should be as per actuals and should include all expenses.
- Deliverable based payment release.

## **10. To apply**

Interested 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/imk5iwCHBUbtdiGg7> on **before 19th September, 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **“Catalyse Tech 2024: Innovations in Climate-Resilient Agriculture and Allied Technologies”** (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 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.