



## Terms of Reference (TOR)

### Terms of Reference for Development of ERP Next System for SELCO Foundation

<b>Title</b>	<b>Development of ERP Next System for SELCO Foundation</b>
<b>Timeline</b>	<b>90 Days</b>
<b>Expected area of expertise</b>	<b>Partners of Frappe</b>
<b>Link to Apply</b>	<a href="https://forms.gle/XLhkZNPgeLeFShKh8">https://forms.gle/XLhkZNPgeLeFShKh8</a>

#### 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, based in Bangalore, is seeking applications from qualified developers or development firms to design and implement an ERP Next system tailored to our organizational needs. The ERP Next system will include modules for Human Resources (HR), Budget & Program Management, Procurement, Finance, Accounts, Project management, Customer support/calls management module and Management Information System (MIS) Dashboards. Including approval workflows and other applicable integrations.

#### 2. Scope of Work

The selected developer will be responsible for the following tasks:

##### **Needs Assessment and Documentation**

- Understanding Requirements: Engage with SELCO Foundation stakeholders to understand existing practices, workflows, and requirements.
- Connect with existing vendor to understand the flow and tables setup in the system and take handover of the project.

- Documentation: Create comprehensive documentation of the needs and practices of the user organization.

### **Solution Design and Documentation**

- Solutioning: Design an ERP solution that addresses the documented needs and practices.
- Documentation: Develop detailed design documents, including functional and technical specifications.

### **Development**

- ERP Development: Develop the ERP system incorporating the following modules:
- Project Management: Implement with modification to track and monitor projects status.
- Procurement: Vendor management, purchase orders, [Material Receipt](#), inventory management, and AMC, Rectification, etc tracking.
- Accounts: Financial accounting, expense management, billing, and auditing.
- MIS Dashboards: Interactive dashboards providing insights and analytics across modules.

### **Training and Implementation**

- Training: Conduct training sessions for end-users to ensure smooth adoption of the ERP Next system.
- Implementation: Oversee the implementation process to ensure the ERP Next system is fully operational.

### **Post-Implementation Support**

- Support: Provide post-implementation support to address any issues, ensure system stability, and implement necessary updates.

## **3. Requirement:**

### **3.1. Essential Qualifications**

- Proven experience in ERP development and implementation.
- Expertise in developing Budget & Program Management, Procurement, Finance, Accounts, Project management, [Customer support/calls management modules](#) and Management Information System (MIS) Dashboards. Including approval workflows and other applicable integrations.
- Strong understanding of the NGO sector and its unique requirements is preferred.

### **3.2. Preferred Qualifications**

- Prior experience developing ERP Next systems for NGOs.
- Preferably ERP Next certified GOLD / SILVER Partner
- Based in Bangalore (not mandatory but preferred).
- Need developers to be deployed at site for quick implementation.
- Preferably has expertise in Implementation Rescue.

#### **4. Timelines: Three Month**

We estimate the project will take about 3 Month to complete, subject to change based on the project's complexity and scope of the work.

#### **5. Deliverables:**

The developer is expected to deliver the following:

- 5.1. Needs Assessment Report
- 5.2. Solution Design Documentation
- 5.3. Fully Functional ERP System towards, Procurement, Accounting, Reporting and Project management.
- 5.4. Training Materials and Sessions
- 5.5. Implementation Report
- 5.6. Post-Implementation Support Plan

#### **6. Payment Terms:**

*To be discussed and mutually agreed upon.*

#### **7. Proposal Submission:**

- Interested developers are invited to submit their proposals, which should include:
- Company Profile: Overview of the company, relevant experience, and past projects.
- Technical Proposal: Approach and methodology for the project, including a timeline.
- Financial Proposal: Detailed cost breakdown with options of Per Hour Basis or as a project implementation.
- Resumes of Project Manager proposed to be leading the Project.
- Organizational Team size and HR Allocations for this Project.
- References: Contact details of previous clients for reference.

#### **8. 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/XLhkZNPgeLeFShKh8> on before **11th September, 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: "Development of ERP Next System for SELCO Foundation"

#### **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 (30) 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.