

## Call for Applications:

Piloting and Scaling Energy Efficient and/or DRE Livelihood Solutions



### Terms of Reference (TOR)

<b>Title</b>	<b>Piloting and Scaling Energy Efficient and/or DRE driven livelihood technologies Solutions</b>
<b>Timeline</b>	<b>12 Months</b> (Duration in Month and Days)
<b>Expected area of expertise</b>	<ul style="list-style-type: none"><li>● <b>Grassroots Enterprises</b></li><li>● <b>Enterprises in agriculture, micro business, animal husbandry etc</b></li><li>● <b>Deploy &amp; scaling up livelihood technologies.</b></li></ul>
<b>Email and website</b>	<a href="https://forms.gle/Dpk1Aagq3TDrkN7y5">https://forms.gle/Dpk1Aagq3TDrkN7y5</a> (Contact Procurement for Form Link)

#### 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 by improving access to sustainable energy to underserved communities in tribal, rural, and urban poor areas. The organization works in collaboration with practitioners in the social sector, energy entrepreneurs, NGOs from various developmental sectors, and educational institutions to link the benefits of sustainable energy to poverty eradication. The organization works across verticals such as energy access, health, and livelihoods with practitioners in the social sector, energy entrepreneurs, and partners from various developmental sectors. You can find more information about the SELCO Foundation on our organization's [website](http://www.selcofoundation.org/). (Read more about SELCO here: <http://www.selcofoundation.org/>)

#### 2. Project Introduction

SELCO Foundation **invites technologies and clean energy enterprises to apply for support to pilot and/or scale Energy Efficient and/or Decentralized Renewable Energy (DRE) driven livelihood technologies**, to enable access to clean energy and positively impact the livelihoods of underserved communities across India.

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### 3. Summary of the Program

Technology and Clean Energy Enterprises play a **critical role in the supply side of solutions** that can be adopted by rural, peri-urban communities to enhance and sustain their livelihoods in future.

Over the years, through the learnings from our work, we have realized the **importance of supporting and strengthening enterprises for conducting research, content creation, outreach-marketing, technology demonstrations, documentations etc.** through collaborations with grassroots partners and other relevant stakeholders.

### 4. SELCO Foundation's Approach

SELCO Foundation has been working on providing livelihood opportunities to underserved communities, using **Decentralized Renewable Energy (DRE)** as a catalyst to facilitate dignified living, increased incomes, reduced drudgery and improved work productivity through the integration of climate inclusive technologies into the livelihood practices of these communities.

SELCO aims to transform the efficiency of Decentralized Renewable Energy (DRE) initiatives towards poverty alleviation. It recognizes and is building on the **potential of Decentralized Renewable Energy (DRE) to develop inclusive livelihood solutions that can build resilience and long-term sustainability among communities.**

### 5. Scope of Work

Shortlisted enterprises may choose to work on all or a part of the activities listed below-

- Deployment and scaling the livelihood technologies
- Unlocking relevant schemes and finance
- Conducting Research and Documentation
- Creating Training Modules
- Conducting Awareness and Orientation workshops with end-users, Financial Institutions, NGOs etc.
- Applying for Certification and Empanelment of technologies
- Marketing and Outreach Activities like Branding/Sales, Marketing, Events/Melas

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#### 6. Deliverables

The selected enterprises are expected to deliver monthly reports for each activity proposed/selected by them in the format specified by SELCO Foundation.

#### 7. SELCO's Offering for the Program

SELCO Foundation, depending on the need, shall offer a part of financial resources, mentorship, networks, and other related services to the selected enterprises for carrying out various activities like research & studies, awareness and trainings, outreach – marketing/branding, technology demonstrations and pilots, documentation etc,

#### 8. Requirement:

- Enterprises that **develop/supply/integrate Energy Efficient and/or DRE** powered livelihood technology solutions in sector of agriculture, micro business, animal husbandry etc
- Enterprises having **ready-to-pilot technologies i.e. minimum viable product** with proof of concept
- Futuristic technologies with ready to scale in the livelihood sector.
- Enterprises seeking to **deploy technologies for evidence building**
- Grassroots enterprises catering to **local demand for livelihood technologies.**
- Enterprises looking at **working closely with stakeholders such as NGO/ govt. Institutes/Financial institutions** for scaling their technologies.
- Enterprises will be required to provide end user implementation MIS. Format for the same will be provided by SELCO Foundation on selection.

\*Geography – Pan India

#### 9. Application Process and Proposal Submission:

If your technology enterprise fulfills the eligibility criteria and is interested in collaborating with SELCO Foundation, kindly fill the application form shared below with relevant details -

[Link to the Application Form](#)

Enterprises are requested to upload their proposal along with the quotation into the application form. Please ensure that your proposal is made in the format shared below -

[Link to Proposal Format](#) (Please feel free to add additional details if required)

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### 10. Timelines:

**Duration of the Program:** The program is planned up to **30<sup>th</sup> October 2025**

### 11. Selection Criteria:

In addition to the filled application form, SELCO Foundation will also be evaluating the applications based on the following criteria:

- Enterprises catering to Agriculture, Animal Husbandry, Food Processing, Retail & Services, Manufacturing and/or Textiles & Crafts sectors
- Technically sound and well-functioning livelihood technologies
- Intent for post installation servicing of technologies
- Past work with SELCO Foundation

### 12. To apply

Interested consultants / organizations, 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 ect, including budgets (with break-ups and explanation), timelines and milestones are submit in the same google form <https://forms.gle/Dpk1Aagq3TDrkN7y5> on before **23rd October 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **“Piloting and Scaling Energy Efficient and/or DRE driven livelihood technologies”** (Name of Project)

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### General Terms:

1. SELCO reserves the right to contact the enterprise for further information or clarifications required during the selection and evaluation process. Selected enterprises will be invited for further discussions and assessment.
2. The responsibility of following up with the end users, before and after the sales lies with the enterprise.
3. The proposal and quotation are inclusive of all necessary taxes and costs applicable.
4. All relevant files, including *editable versions of the deliverables*, need to be provided by the enterprise. SELCO Foundation has the right to use the materials as per need.
5. SELCO reserves the right to select or reject a proposal based on the fulfillment of the criteria outlined above.

### 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

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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.

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### 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

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- 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.