



**SELCO Foundation – Call for Vendors  
SELCO Foundation – Procurement Officer  
690, 15<sup>th</sup> Cross Rd, Jeewan Griha Colony, 2<sup>nd</sup> Phase,  
J P Nagar, Bengaluru, Karnataka 560078**

[procurement@selcofoundation.org](mailto:procurement@selcofoundation.org)

**TENDER DOCUMENT**

SELCO Foundation Hereby Invites Bids For The **Enhancement And Rollout Of Incident Management System (Version1.0) Under Energy For Health Program**. The detailed tender document can be downloaded from 25-10-2024.

<https://selcofoundation.org/tender/>

Bids, as per the terms and conditions herein should be submitted through the online form

(E tender)

<https://forms.gle/TqMNnETPQDzJcoep6>

by 5 pm on or before 05-11-2024.

**Chief Executive Officer**

**SELCO Foundation**



**SELCO FOUNDATION**

**TENDER NOTIFICATION**

For

**Enhancement and Rollout of Incident Management System (Version 1.0) under ENERGY  
FOR HEALTH PROGRAM**

**TENDER DOCUMENT**

Address for Communication:

SELCO Foundation

#690, 15<sup>th</sup> Cross Rd, J P Nagar – 2<sup>nd</sup> Phase

Bangalore, Karnataka – 560078

Telephone: 080-26493145

e-mail: [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org)

## DISCLAIMER

**NIT No: 10/2024-25**

This tender by SELCO Foundation is to **Enhancement and Rollout of Incident Management System (Version 1.0)** under ENERGY FOR HEALTH PROGRAM.

### NOTE:

SELCO Foundation has the right to award the work under this tender to single or multiple vendors provided that the applicant enterprise meets the criteria based on the suitability of the proposed methodology, relevant background and expertise along with the quote submitted towards this tender.

Though adequate care has been taken while preparing this Notice Inviting Tender (NIT) document, the Bidders are requested to satisfy themselves as to the completeness of this document in all aspects. Intimation of any discrepancy shall be given to the email address mentioned above immediately. If no intimation is received from any Bidder within seven (7) days from the date of this NIT, it shall be considered that the NIT is complete in all aspects and has been received by the Bidder.

SELCO Foundation reserves the right to cancel/ withdraw this NIT without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

SELCO Foundation reserves the right to modify, amend or supplement this NIT.

While this NIT has been prepared in good faith, neither SELCO Foundation nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT.

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**SELCO FOUNDATION**

#690 15th Cross J P Nagar 2nd Phase

Bangalore - 560078

Telephone: 080-26493145

e-mail: [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org)

TENDER No: 10/2024-2025

Dated 25-10-2024

**NOTICE INVITING TENDER**

**Chief Executive Officer of SELCO Foundation**, Karnataka State, India hereby invites bids for the Enhancement and Rollout of Incident Management System (Version 1.0) under ENERGY FOR HEALTH PROGRAM

1	Tender Ref No.	10/2024-2025
2	Last date & time for the bid submission	05-11-2024, 5:00 PM
3	Opening date of Technical and Financial bid	06-11-2024, 10:00 AM
4	Venue of Opening of tenders	SELCO Foundation, Bangalore

Interested and eligible bidders may furnish the Technical & Commercial Bids for Enhancement and Rollout of Incident Management System (Version 1.0) under ENERGY FOR HEALTH PROGRAM through the online form (E-tender)

Google form link: <https://forms.gle/TqMNnETPQDzJcoep6>

Any further information or clarification may be obtained either in person or through phone during office hours from the office of the SELCO Foundation Ph: 080-2649 3145 or through the email – [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org).

## **INSTRUCTION TO BIDDERS**

### **Background**

SELCO Foundation seeks to inspire and implement solutions that alleviate poverty by improving access to sustainable energy to underserved communities across India in a manner that is socially, financially and environmentally sustainable. SELCO Foundation demonstrates the role of clean energy and energy efficiency across areas including well-being, livelihoods, and health.

As a part of its “Energy for Health” (E4H) program, SELCO Foundation aims to strengthen health services delivery through the deployment of sustainable energy solutions and energy efficient medical equipment in 25,000 health facilities across India by 2026. Ensuring access to reliable and quality healthcare infrastructure to all is critical to poverty alleviation and equitable development. Healthcare today, without considering the potential services to the un-catered populations in the world, is the 5th most polluting industry. The proposed program can help improve the quality of health services in a decentralized manner, while also making it a less carbon intensive sector.

### **Objectives of ENERGY FOR HEALTH (E4H) Program**

Program design and deployment of 25K health centres in 12 states across District Hospitals, Community Health Centres, Primary Health Centres, Health and Wellness Centres, Sub centres and Health Posts. To integrate sustainable energy and efficient equipment, thereby ensuring that quality health services can be catalysed in a timely and reliable manner.

Program will encompass distributed stand-alone solar, energy efficient equipment on a need basis, innovative medical devices, and green building design guidelines to be incorporated for new and chosen model centres

Training modules and Maintenance models for public health facilities to create systems and processes within health departments for ownership, management, utilization, and maintenance of the energy systems and appliances

To manage the Decentralized Renewable Energy (DRE) systems in an efficient way, the program will work on integrating various components on a unified platform to ensure better coordination, efficient operations, timely issue resolution, and remote tracking of system performance

## Objectives of the Project: Saura-eMitra (Incident Management System)

[Saura-eMitra](#) solution is designed to effectively handle, track and resolve issues or tickets related to decentralized renewable energy systems (solar power generating equipment and solar powered health service delivery equipment) for public healthcare. This platform ensures prompt and efficient management of issues, enhancing reliability and sustainability of the decentralized renewable energy systems.

Saura-eMitra solution will streamline incident reporting and resolution processes, enhance the efficiency and reliability of renewable energy products in healthcare settings, and ultimately improve the quality of healthcare services provided.

Saura-eMitra solution is developed on top of the [DIGIT platform](#) and [DIGIT Public Grievance Redressal](#) product. The application is currently live in 200+ centers in Karnataka. And soon it will be extended to more than 1000 centers from various districts of Karnataka.

SELCO Foundation is seeking a technology partner to enhance and expand the features and functionalities of the Saura-eMitra platform to support its scale-up across multiple states, with the goal of onboarding over 3,000 centers within the next year. Long term goals include integrating the platform with other applications and expanding its deployment to more than 12 states. This engagement marks the initial phase of a long-term collaboration, positioning the selected bidder as a key participant in achieving these strategic goals.

### Scope of Work

The enhancement and rollout scope for the current contract is listed below.

The current solution is stable and running in one state. The mentioned scope of work is aimed at:

1. Development – developing new features, enhancing existing features and capabilities of the solution to support scale up across multiple states. This includes environment setup & management (Dev, UAT, Production), actual build, QA, project management & bug tracking
2. Incorporating the feedback received during the UAT
3. Product Rollout in 7 states

Project Management (To be continued throughout the duration of the contract)	Engagement Initiation Phase	<ul style="list-style-type: none"><li>• Understand Incident Management requirements, DIGIT platform, the current application architecture, developed features, API documentation, infrastructure (DEV, UAT and PROD) environments &amp; setup.</li></ul>
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	Product Build Phase	<ul style="list-style-type: none"> <li>• Develop the open-source product in the open on GitHub with the highest code quality following industry standard best practices.</li> <li>• <a href="#">The list of features and enhancements</a> to be developed is recorded below.</li> <li>• Comprehensive functional, API &amp; performance QA to be done throughout the SDLC lifecycle. Ensure test plans are published and reviewed at the start of every sprint. Test case execution report to be published on an ongoing basis. QA signoff &amp; certification required prior to deployment.</li> <li>• Publish Technical Implementation and Release Documentation on an ongoing basis on Git Book.</li> <li>• Incorporate code feedback from any relevant third parties as identified by SELCO Foundation</li> </ul>
	Product Rollout Phase	<ul style="list-style-type: none"> <li>• Work with SELCO Foundation Program team to plan UAT &amp; production rollout, testing, monitoring and support activities.</li> </ul>
	Post Implementation Support Phase ( <b>3 months</b> )	<ul style="list-style-type: none"> <li>• Setup mechanisms to support the end users</li> <li>• Managing the PROD, UAT and DEV environment</li> <li>• Manage support channels and ensure a bug free and stable implementation</li> <li>• Work on capacity building, training, knowledge transfer activities as needed</li> </ul>



## Features & Enhancements

Feature	Description
Log IN & Language Selection UI & backend changes	<ul style="list-style-type: none"> <li>Enhance the backend and UI to dynamically support language selection based on the chosen state.</li> <li>Modification to backend and UI to support login by multiple state users, using different languages</li> <li>Update the UI to display a static message when the user clicks on 'Forgot Password'.</li> </ul>
Disabling features on UI	<ul style="list-style-type: none"> <li>Remove the Change Password functionality from Edit profile page.</li> <li>Remove Search box</li> </ul>
UI, backend & Workflow Changes	<ul style="list-style-type: none"> <li>Modify the backend and UI to enable users to select a rejection reason from a dropdown during the ticket rejection process.</li> <li>Improve the search functionality on the Inbox page to allow users to retrieve results based on partial matches.</li> <li>Add feature to add comment to a ticket without modifying workflow status.</li> <li>Enable upload of higher resolution images and videos as part of ticket creation</li> </ul>
Dashboards	<ul style="list-style-type: none"> <li>2 dashboards using Kibana: <ul style="list-style-type: none"> <li>An Operations Dashboard to track key Incident Metrics like total incidents, type, and status, with filters for District, Block, Healthcare Centers, and Date.</li> <li>A Dashboard for Leadership and External Stakeholders to track Incident, Response, and Resolution Metrics with filters for District, Block, Healthcare Centers, and Date.</li> </ul> </li> </ul>
Upgrade to Java 17	<ul style="list-style-type: none"> <li>Upgrade IM management to Java 17 since DIGIT 2.9 LTS is on Java 17 and Java 8 is out of support</li> </ul>
Deploy new Grafana builds for infra monitoring	<ul style="list-style-type: none"> <li>The observability stack is already deployed. Upgrading to new Grafana builds that contain new monitoring dashboard features is needed.</li> </ul>
RMS Integration	<ul style="list-style-type: none"> <li>In health centers with solar systems installed, a Remote Monitoring System tracks and sends the real-time status of each center to a server. By integrating the Incident Management System with this server via API, tickets will be automatically generated based on the system status for the corresponding centers.</li> <li>API-based integration between RMS and ticketing platform.</li> <li>Automated ticket generation for RMS-detected issues.</li> </ul>

	<ul style="list-style-type: none"> <li>• Centralized data repository.</li> <li>• Customizable dashboards and reporting.</li> </ul>
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### Project Management

The below mentioned Project Management activities would be ongoing throughout the duration of the engagement.

- Create and publish detailed project plans with clear timelines & estimates.
- Follow standard engineering processes for code promotion, deployment, QA signoff and bug tracking.
- Establish regular cadences to provide visibility on project progress & communicate blockers/risks/delays.
- Send out weekly reports to apprise of progress.

### Standard Practices

SELCO Foundation and the Bidder will collaboratively implement the following best practices as part of the project:

1. The Bidder shall implement and maintain industry-recognized code quality standards, including:
  - a. Static code analysis on GitHub
  - b. Regular code quality reports
  - c. Team Lead sign-off on code quality
2. The Bidder shall ensure timely resolution of identified code quality issues and collaborate with SELCO Foundation to address concerns.
3. The Bidder shall implement QA for functional features as well as non-functional requirements covering API testing, performance testing & security testing.

### Expected Deliverables

The Bidder is responsible for delivering the [specified Scope of Work](#) and is expected to develop and present a comprehensive **Resource Deployment Plan** for successful development and implementation. The proposed team composition is outlined below, and SELCO Foundation anticipates that the bidder will recommend the optimal resource deployment plan as part of the response.

Roles	<ol style="list-style-type: none"> <li>1. Project Manager</li> <li>2. Senior Backend Developer(s)</li> <li>3. Senior Frontend Developer(s)</li> <li>4. DevOps</li> <li>5. QA Tester(s)</li> <li>6. Tech Documentation Resource</li> </ol>
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## Terms and conditions

### 1. Pricing and Taxation

The Bidder shall provide a detailed monthly cost quotation in Indian Rupees (INR) for the resources listed in the Expected Deliverables section, specifying the required skill sets and experience. The quotation shall be inclusive of all applicable taxes and costs.

### 2. Intellectual Property Rights

All materials developed during the engagement, including but not limited to:

- Products and Processes
- Inventions
- Source code
- Documents and other materials

shall be the exclusive property of SELCO Foundation and SELCO Foundation reserves the right to use, modify, and distribute these materials as needed. The bidders shall execute all required documents (if any) to transfer such materials to SELCO Foundation.

### 3. Delivery Timeline

The Bidder shall submit deliverables according to the mutually agreed-upon timeline established during onboarding.

### 4. Digit Certification and Enablement

Prior to initiating billing, the Bidder's assigned team shall undergo 7-10 days of Digit certification and enablement. The Bidder shall ensure the timely completion of this requirement for all resources.

### 5. Resource Replacement

SELCO Foundation reserves the right to request replacement of Bidder resources in any event including but not limited to, if they fail to complete the Digit certification and enablement process or perform inadequately.

## Working Approach

To ensure seamless coordination amongst the SELCO Foundation Product team and the Bidder during the contract period, the bidder needs to ensure the following processes are followed:

1. All code to be worked on in the SELCO Foundation official GitHub repositories.
2. The Bidder Tech-in charge needs to review the code and provide sign off that it adheres to code quality standards and best practices.
3. SonarQube to be integrated with the repositories. All code merged to develop should pass SonarQube code quality gates. All issues blocking the passing of the quality gate should be addressed prior to moving to production.
4. All code will be subject to periodic reviews by SELCO Foundation or SELCO Foundation assignees. Issues arising from the reviews to be addressed as soon as possible.
5. QA Testing reports with sign-off to be shared for any changes or enhancements made during the contract period.
6. Releases to be tagged in [GitHub](#) and official builds to be shared in the Helm charts.
7. Release notes to be published for all major minor releases along with detailed information on what has changed, what bug fixes have been done etc.
8. Relevant technical documentation needs to be uploaded on GitBook.

9. Production deployment to happen off the 'main' branch of the SELCO Foundation official repo.
10. Production environment details to be captured in a document and to be shared with SELCO Foundation.
11. Access to all environments DEV, QA and PROD documented and shared with SELCO Foundation including database details, Kubernetes cluster config file, Elastic/Kibana credentials etc.
12. Slack channels, Outlook shared drive or any other space to be used through the duration of the contract to allow for easy asynchronous communication and updates.
13. Plan for handover and KT during the last 2 weeks of the contract as per the suggestion from SELCO Foundation.

**and Financial Eligibility Criteria for participating in the Bidding**

<b>S No</b>	<b>Eligibility Criteria Requirements</b>	<b>Supporting documents required</b>
1	Bidding Organization should be operating for the last 05 years in Software Development.	Project Reports with URLs
2	Bidding Organization or Bidder must be a company (incorporated under Indian Companies Act, 1956/2013)	Certificate of Incorporation
3	The Bidder should be profitable in last two financial years.	Last two financial years Audited Financial Statements
4	The Bidder should have a minimum turnover of INR 2 crore in the last financial year.	Documents to prove business of 2 crore in the last financial year.
5	The bidder should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP	Self-Declaration certified by authorized signatory of the bidder

6	Bidder should provide an undertaking for providing adequate data and information security	Undertaking for Data and Information and Security
7	Bidders should have a valid PAN card for the Organization	PAN
8	Bidder Should have a GST certificate of the Organization	GST Certificate

**Evaluation and selection process**

The bidder is required to provide details along with documentary evidence of its relevant experience for the following:

1. Experience in building on & deploying microservices platforms.
2. Experience in developing products based on the DIGIT Platform, with expertise in DIGIT-PGR, would be considered an advantage.

The bidder must submit a minimum of two samples, case studies, or references from previous work to demonstrate its experience in the aforementioned areas.

Furthermore, the evaluation of the following components of the project proposal submitted by the bidder will be crucial in the selection process:

1. The bidder's comprehension of the project requirements and challenges, along with its ability to meet both functional and non-functional requirements, and the assessment of the proposed **Resource Deployment Plan**.
2. The bidder's capacity and lead time for providing resources. SELCO Foundation reserves the right to interview key personnel from the shortlisted agencies prior to awarding the project.
3. Proposed best practices and value-added solutions for the project.
4. Governance and project management methodology aimed at optimizing cost, time, and quality throughout the engagement.

**Presentation of proposal**

SELCO Foundation may arrange presentations and notify the qualified bidders of the scheduled time and location. If a bidder fails to attend or complete the scheduled presentation, their proposal may be disqualified.

<b>S No</b>	<b>Presentation Agenda</b>	<b>Details</b>
1	Project Understanding & Technical Approach	Overview of the project, defined solution scope, and a detailed project execution plan.
2	Solution Management & Governance	Organizational structure, governance processes, and support methodology for solution implementation.
5	Relevant Case Studies	Case studies showcasing similar requirements and challenges with successful solutions.
6	Resource Deployment Plan	Resource allocation plan for the project, including proposed profiles and key roles for execution.

### **Cost of bidding**

The bidder shall bear all costs associated with the bid preparation and submission to the Chief Executive Officer. SELCO Foundation will not be liable for these costs, regardless of the conduct or outcome of the bidding process.

The bidder must sign all the pages of the documents as a token of acceptance of all terms and conditions in case applying offline.

### **Commercial Terms**

- This contract will operate on a Time and Materials (T&M) basis. The bidder is required to submit monthly timesheets for assigned resources, detailing the work performed, which will serve as the basis for payment processing.
- The assigned team must work 5 days a week, 8 hours a day. The bidder shall manage the holidays of the assigned team according to the holiday schedule of SELCO Foundation. Additionally, as needed, the assigned resources may be required to work from SELCO Foundation's Bengaluru office.
- Subject to performance and the planned scope of work beyond the initial period, this contract may be extended under mutually agreed-upon terms.

### **Format and Signing of Bid**

The bidder shall give a set of signed and scanned copies of all the documents through the Google Form link provided in Annexure 1.

### **Pre- Bid Meeting:**

Organizations can conduct pre-assessment of the sites if required at their own cost to understand and analyse the BOM or any relevant queries pertaining to tender before submitting the quotation.

A pre-bid meeting can be arranged either via online mode or physical meetings at SELCO office on 10/10/2024. The organizations should send a questionnaire prior to meeting and attend the Prebid meeting compulsorily when informed by SELCO.

### **Deadline for Submission of bids**

Bids must be received by SELCO Foundation not later than the time and date specified in the invitation for Bids (Section I). The SELCO Foundation may, at its discretion, extend this deadline for submission of bid by amending the bid documents in which case all rights and obligations of the SELCO Foundation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **Tender Opening and Evaluation**

The technical & financial bids will be opened separately at the discretion of SELCO Foundation. The purchase committee may contact the bidders to seek clarifications on the proposed methodology and understanding of the scope of work submitted along with the technical bid. The financial bids of only technically qualified bidders will be opened. The Bidders Names, Bid Modifications, or Withdrawals, bid prices, Discounts and the presence or absence of the requisite details as the SELCO Foundation, at its discretion, may consider appropriate will be recorded by the Purchase Committee of SELCO Foundation. No bid shall be rejected at bid opening, except for late bids, which will be rejected.

### **Proposal evaluation scores**

The proposals submitted by the Bidder firm will be evaluated and examined by an expert in-house committee through a scoring process. The final selection will rest with the competent authority of SELCO Foundation. Eligible/ Interested firms are requested to submit their applications towards the tender with all supporting documents listed as per Annexure 1, Annexure 2, Annexure 3 and Annexure 4 through the Google form link provided in Annexure 2.

### **Clarification of Bids**

During evaluation of bids, SELCO Foundation may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the bid shall be sought, offered or permitted. SELCO Foundation may invite shortlisted organizations to present their technical

presentation and approach to a committee which will help SELCO Foundation in making final selection.

### **Preliminary Examination**

The SELCO Foundation will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the lowest of the two shall prevail and the bid shall stand corrected to that effect. The SELCO Foundation may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

### **Acceptance or rejection of bids**

**Chief Executive Officer**, SELCO Foundation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action. Any bid with incomplete information is liable for rejection.

### **Terms of Contract**

Amongst other things, the relation between the SELCO Foundation and selected Bidder (collectively “Parties”) will be governed by the following terms which will be incorporated in a formal Agreement. The contractual relationship shall commence on the date it is signed by all Parties and shall remain valid for 6 months unless changed and agreed by either party in writing.

#### **a. Project Timelines:**

- i. In the event of timelines not being met, or the bidder is not able to make the deliverables on time, the bidder shall explain the delay in writing to the SELCO Foundation and obtain written permission from the SELCO Foundation for such delay. In case of such explanation is not given and written permission is not sought by the bidder, and where the SELCO Foundation refuses to give permission for extension of timeline for any reason, the same shall be construed as “delay” in adhering to the timeline.
- ii. Any delay beyond a period of 10 days is subject to a penalty. The bidder shall be liable to pay a penalty equivalent to 2% and upto 10% of the fee payable. SELCO



Foundation shall deduct this amount from the fee payable to the bidder.

- iii. A repeated delay of over 10 days in more than two (2) instances, is treated as non-adherence of the Agreement and the Foundation can terminate the relationship on the ground of repeated delay in deliverables.

**b. Sub-contracting:**

If the bidder requires the services of subcontractors to perform any obligations under the Agreement, the Bidder shall obtain prior written approval of the SELCO Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Bidder to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement, and the Bidder shall be solely responsible for all services, obligations and deliverables performed by its subcontractors.

**c. Indemnification:**

The bidder shall indemnify and hold SELCO Foundation and its Trustees 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 the Bidder in connection with the project or (2) Bidder'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.

**d. Confidential Information, Patent, Copyright and other Proprietary Right**

- i. All material arising in relation to this Agreement shall be co-branded and shall contain the logo or the name of both Parties unless otherwise stated by the Party in writing. All such material and intellectual property can be used by any third party (s) provided that such parties acknowledge SELCO Foundation's moral rights in writing in relation to such works.
- ii. All photographs, reports, estimates, recommendations, documents, and all other data compiled by or received by the Bidder in performance of the Agreement or otherwise shall be made available for use or inspection by the SELCO Foundation at reasonable times and in reasonable places and shall be delivered only to the SELCO Foundation's authorized officials on demand in writing.
- iii. The Bidder 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 Bidder shall treat all proprietary information provided by SELCO Foundation with the same level as it uses to protect its own proprietary information, but not less than reasonable care. The Bidder will not at any time, except under legal process, divulge any trade or business secret relating to the SELCO Foundation or any customer or agent of the SELCO Foundation, which may become known to him by virtue of his position under this Agreement.

- iv. Reports or other data that are developed specifically for the performance of the Agreement shall be delivered by the Bidders along with the reports and data to the Foundation as per the milestones stated above. Dissemination of the reports and any information related to performance of Agreement or developed as part of Agreement, shall only be done upon informing SELCO Foundation of such use in writing. The SELCO Foundation reserves the right to publish any deliverables/output of the impact study. The Bidder shall not publish on its own the outputs, process, outcomes or impacts of this project without informing SELCO Foundation in writing. All deliverables will have the logos of SELCO Foundation and the Bidder on the cover pages or shall contain acknowledgement of SELCO Foundation's moral rights in relation to such work, unless otherwise stated by the Party.

**e. Publicity, use of name & Logo of the Foundation**

The Bidder shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the SELCO Foundation, nor shall the Bidder, in any manner whatsoever use the name, emblem, logo or official seal of the SELCO Foundation in connection with its business or otherwise without informing SELCO Foundation in writing of such activities prior to such use.

**f. Observance of Law:**

- i. The Bidder shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- ii. The Bidder will provide surety 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 Bidder shall agree to 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

**g. Non-solicitation**

Neither Party shall during the term of this Agreement and for a period of one (1) year thereafter, either directly or indirectly, through any third party (s) recruit, solicit discuss employment with, hire or induce any individual to leave the employment of the other Party, unless the prior written consent is obtained from the other Party.

**h. Termination:**

The Parties will terminate the Agreement by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of thirty (30) days from the date of such notice. In addition, SELCO Foundation may also terminate the Agreement in the event of any fraud, misconduct or neglect of duties on the part of the Bidder. Upon termination of the Agreement 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 Bidder shall deliver all deeds, documents and paper in its possession relating to the business of the SELCO Foundation or relating to the Project or as the SELCO 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.

**i. Force Majeure:**

- i. *Force majeure* as used in the Agreement will mean 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 Bidder.
- 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 Agreement. 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 Agreement. 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 Agreement.

- iv. If the Bidder is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Agreement, the Foundation shall have the right to suspend or terminate the Agreement on the same terms and conditions as are provided for in this Agreement.
- v. Both the SELCO Foundation and the Bidder fully and freely intend to create an independent Contractor relationship under the Agreement. Nothing in the Agreement shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

**j. Settlement of disputes:**

- i. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Agreement or the breach, termination, or invalidity thereof.
- ii. Any dispute, controversy, or claim between the Parties arising out of the Agreement 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 Language of Arbitration shall be English, and the venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.

**Note:** - These terms of contract outline the formal relation between the Parties. However, SELCO Foundation is not bound to incorporate all the above-mentioned terms in the final Agreement to be executed between the Parties.

## ANNEXURE 1: STATUTORY AND FINANCIAL DETAILS OF BIDDERS TO BE SUBMITTED

All documents are to be stamped, signed, and submitted on the organization's letterhead.

1	Name of the Organization	
2	Year of starting the organization & registration number (registration certificate or any other relevant document to be enclosed)	
3	Name and designation of the authorized signatory for agreement	
4	Address of the bidder (along with phone no.& pin code)	
5	Legal status of bidder (Proprietorship / Partnership / Pvt Ltd / Limited / others)	
6	GSTIN Number	
7	PAN No.	
8	Copy of Income Tax (IT) returns for the last two (2) financial years	
9	Audited financial statements for the last two (2) financial years (Certified copy of Chartered Accountant report in P&L account to be enclosed)	
10	GST registration and GST returns filled in the last two (2) financial years	
11	Letter of declaration to confirm that the bidder has not been blacklisted by any entity or institution	
12	Documents to prove a business of 2 crore in the last financial year.	

## ANNEXURE 2: TECHNICAL DETAILS OF BIDDERS TO BE SUBMITTED

All documents are to be stamped, signed, and submitted on the organization's letterhead.

1	Project Understanding & Technical Approach - Overview of the project, defined solution scope, and a detailed Project Execution Plan.
2	Resource Deployment Plan - Resource allocation plan for the project, including proposed profiles and key roles for execution.
3	Experience in building on & deploying microservices platforms - Minimum of two samples, case studies, or references from previous work
4	Experience in developing products based on the DIGIT Platform, with expertise in DIGIT PGR - Minimum of two samples, case studies, or references from previous work

### ANNEXURE 3: PRICE SCHEDULE

All documents are to be stamped, signed, and submitted on the organization's letterhead. To be submitted in the financial bid.

The rate quoted to SELCO FOUNDATION should include all taxes levied by the State & Central Govt.

Bidders are to submit monthly Resource Deployment Plan and the costs as per the table below:

S No	Resource	Allocation	Person months	Total Months	Cost	Total Cost
1						
2						

**Grand Total in words: Rupees** \_\_\_\_\_

**ANNEXURE 4: TERMS & CONDITIONS DECLARATION**

If our tender is accepted, we hereby undertake to abide as per the stipulated Terms and Conditions, to provide services narrated in Annexure 1.

We agree to abide by this tender for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of corruption Act, 1988”.

We understand that you are not bound to determine the price based on the lowest offer that you may receive.

We accept that all disputes between parties will be adjudicated by a competent court in Bangalore, India.

I, \_\_\_\_\_ (Name of signatory) on behalf of the bidder \_\_\_\_\_ (Name of the bidder), hereby certify that I have noted the scope and deliverables mentioned and the prices quoted above are as per the details specified and in compliance with Annexure 1.

Dated this..... day of.....2024

Signature

(Name and Address of the Bidder with seal)

(In the capacity of.....Duly authorized to sign the Tender for and on behalf of\_\_\_\_\_)