



Terms of Reference (TOR)

Consultancy Services for Developing and Drafting Organisation Policies

Title	Developing Organisation Policies
Timeline	02 Months
Expected area of expertise	<ul style="list-style-type: none">• Expertise in developing NGO organization polices• Understanding of the local laws and context of the North-east region• Experience working with NGOs in the North East region of India
Location	North East India
Apply Link	https://forms.gle/y7Nhomu7FvWHS1Hr7 (Contact Procurement for Form Link)

About SELCO Foundation:

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 wellbeing, livelihoods, and health.

As part of its initiatives, SELCO partners with grassroots NGOs that are addressing developmental issues within communities. These NGOs require support in organizational development, particularly in terms of strengthening governance of the organization.

1. Summary of the project:

Selco Foundation is collaborating with NGOs in the North East region, assisting them in organizational development to enhance identity. It strengthens and support them in areas such as technical assistance, financial resources, enterprise development, skill-building, and ecosystem integration.

Towards this, we are currently seeking the services of a qualified consultant or firm by inviting proposals to Review, update/develop policies for our NGO partners.

2. Goal of the Project

The goal of the project is to create or revise policies that govern the organization's operations, ensuring adherence to applicable laws and best practices. The policies will be designed to be clear, practical, and easily accessible to staff and stakeholders.

3. Scope of the Assignment

a. Assessment:

- Review existing internal processes and documents of the 4 NGOs.
- Conduct a thorough review and assessment of 4 NGOs current policies and understand the organizations vision and aim.

b. Policy Development:

- Draft a comprehensive procurement policy document tailored to organizational needs, methods of operation, different program categories (innovation and scale), approval slabs etc.
- Develop or Update and draft policies that cover not limited to
 - Review and update HR Policy
 - Review and update Financial Policy
 - Review and update Procurement policy
 - Anti-corruption and Anti-bribery policy
 - Prevention of Sexual Harassment Policy
 - Whistle blower policy
 - Grievance redressal policy
 - Child rights protection policy
 - Conduct (including code of ethics)
 - Conflict of Interest
 - Prevention of Sexual Harassment (POSH) at Workplace
 - Diversity, Equity, Inclusion (DEI)
 - Free, Prior & Informed Consent (FPIC)

c. Consultation and Validation:

Conduct consultations with key NGO team members (management, staff, and Board members) to ensure policies meet the organization's needs and legal requirements. Set up committees / task force to operationalize the policies within the organization

d. Final Policy documents:

Provide a complete set of organizational policies and procedures in a format that is easy to implement and review periodically.

e. Field shoot locations:

States of 1. Assam & 2. Meghalaya

S.No	State	District - Shoot Locations
1.	Assam	• Nalbari
		• Baksa
		• Udalguri
		• Kamrup Rural
2.	Meghalaya	• Ri Bhoi

4. Deliverables:

Key activity	Deliverable	Nos
Initial assessment & Draft policies	Assessment Report on gaps in existing policies Draft Policy documents as per requirement	For 4 NGOs
Consultation meeting	Conduct meeting with NGO members running them through the policies with iterations as required	For 4 NGOs
Implementation road map	A roadmap for the effective dissemination and enforcement of the policies across the organization. Including setting up of relevant committee with internal and external members	For 4 NGOs
Final documents	Finalized and approved versions of the policies ready for implementation.	For 4 NGOs

5. Eligibility Criteria

Applicants should meet the following criteria:

- Expertise in developing organization policies for NGOs
- Experience in nonprofit sector policy development, with knowledge of governance, compliance
- Understanding of the local laws and context of the North-east region
- Experience working with grass root NGOs

6. Selection Criteria

Proposals will be evaluated based on the following criteria:

- Relevant expertise in the sector and working with NGOs in the region
- Experience in Policy development
- Demonstrated experience in developing procurement, finance & related policies.
- Understanding of NGO Practices, FCRA compliance, Income Tax regulations, GST and related Indian laws and compliances.
- Clarity of methodology and proposed approach with Strong communication and writing abilities.
- Fair Pricing.

Terms and Conditions:

- SELCO Foundation and NGO partners, reserves the right to contact the consultant for further information or clarifications required during the selection process.
- The proposal and quotation are inclusive of all necessary taxes and costs applicable.
- All relevant files, including *editable versions of the deliverables*, need to be provided by the consultant. SELCO Foundation and NGO Partners has the right to use the materials as per needs.
- SELCO Foundation reserves the right to select or reject a proposal at its own discretion at any time.

7. Timelines:

The consultancy will be offered for a **duration of 2 month** upon signing of the contract (once the onboarding is complete).

8. Payment Terms:

Payments will be made based on the completion of agreed deliverables. A payment schedule will be included in the contract and based on considered each party agrees.

9. Financial proposal:

Submit a detailed proposal including:

- Project Proposal & Work plan
- Budget breakdown (equipment rentals, editing, etc.)
- Travel and lodging Expenses by the consultant / Firm

10. 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/y7Nhomu7FvWHS1Hr7> on before **15th January, 2025**.

Any further queries please write to procurement@selcofoundation.org with a subject line: ToR “**Developing Organisation Policies**”

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.