



### Terms of Reference (TOR)

#### Engagement of an Agency to develop an Interactive learning assessment module on Site Assessment of Solar PV System.

<b>Title</b>	Engagement of an Agency to develop an Interactive learning assessment module on Site Assessment of Solar PV System.
<b>Timeline</b>	1 Month
<b>Expected area of expertise</b>	Solar Technical Training Content development, Solar Technical Training Content Writing, Module Development,
<b>Apply Link</b>	<a href="https://forms.gle/TP6zHvNWMmTx36TY8">https://forms.gle/TP6zHvNWMmTx36TY8</a>

#### About SELCO Foundation:

SELCO Foundation, an NGO established in 2010 is working on building a holistic ecosystem for sustainable energy access. In this regard, SELCO Foundation engages in technical, financial and social innovation, enterprise development, skill building and financial inclusion. The organization works on demonstrating and catalyzing the role of renewable energy across verticals of well- being, health, education, livelihoods and the built environment. (Read more about SELCO here: <http://www.selcofoundation.org/>)

#### 1. Summary of the project:

SELCO Foundation (SF) is a non-profit organization dedicated to addressing energy poverty and empowering marginalized communities. With the current climate and energy crisis, the role of a clean, decentralized and sustainable energy source has become crucial. Not only does it provide accessible and affordable energy to off-grid areas, but it also ensures a broad space for technological solutions and innovations to counter the current crisis and to work towards enabling the sustainable development goals. Yet there is a huge gap in the sector, due to a lack of skilled individuals involved in assessing/ audits energy needs to ensuring quality checks and servicing, to build and promote a holistic and sustainable energy ecosystem. SELCO Foundation with ecosystem partners, therefore, has developed a new capacity program to support, train and guide clean energy practitioners and individual professionals (from technical experts to technicians) to build a network of credible energy professionals.

To help build the capacity of these individuals, an in-depth training on Solar Photovoltaic Installation and its various aspects is necessary. However, there is a dearth of customized and easily understandable learning materials to deliver quality training in an engaging manner. With SELCO's open-source policy and aim to develop solutions for the sector, this project focuses on developing customized training modules for energy professionals to conduct need assessment, system designing, quality checks and servicing and to impart training in a format that becomes usable, understandable and with little effort can be contextualized by anyone across the globe.



## **2. Goal and Objective:**

The primary objective of this engagement is to develop and deliver a comprehensive Interactive learning assessment module on Site Energy Assessment across sectors – health, livelihoods, education etc. The first 3 days will focus on classroom instruction, followed by 2 days of practical application and assessment, which will enhance the knowledge of local technicians and enterprises in performing site assessment for Solar Powered Implementations.

## **3. Scope of Work**

**The onboarded consultant will be responsible for the following:**

### **1. Development of learning module:**

- **Content Development:** Create engaging and interactive learning materials covering the specified topics. Content must be aligned with adult learning principles and promote participant engagement.
- **Learning Models:** Must Contain Facilitator guide, Learners Manual, presentations, formats, and other learning tools.
- **Assessment Tools:** Develop assessments to evaluate participant knowledge and skills gained from the training.
- **Interactivity:** Ensure that the content is interactive to enhance learning engagement.

### **2. Training Format:**

The training content must be clearly structured in the following format:

- **3 Days of In-Class Instruction:** Must cover theoretical & Conceptual components through lectures, discussions, guided exercises, integrating gamification techniques.
- **2 Days of Practical Application with Assessment-Methodology** focusing on Hands on training and activity based approach to be incorporated.

Note: Reference Material to be incorporated into Content development to be provided by SELCO Foundation and partners.

### **Project Overview:**

**The training will also cover the following broad topics:**

- **Refresher on Basic Electrician Fundamentals, Safety & Best Practices**
- **Site Assessment Training for Design & Installation of Solar Systems**
  - Estimating site power requirements, usage hours, and existing power supply conditions
  - Solar panel orientation, Shadow free area and space availability for installation



- Assessment of Roof orientation, roof load bearing strength.
- Proposing locations for inverters, batteries, and junction boxes
- Cabling fundamentals, including estimating lengths and cross-sections
- Basic knowledge of batteries and inverters
- Overview of protection systems (lightning Protection systems, Earthing Protection systems, short circuit, overload, etc.)
- Supply lines/ Load wiring analysis.
- Feasibility of using mobile carrier-based remote monitoring systems
- Standard forms and checklists for site information capture
- Use of handheld instruments to measure existing load and power supply conditions

#### 4. Deliverables:

- a. Learning Module Containing Facilitator Guide, Participant Guide and a Presentation deck.
- b. Post Training Kit & Certification.

#### 5. Qualifications & Requirement

- Experience in developing training content in the solar industry or related fields.
- Expertise in instructional design and adult learning principles.
- Ability to create interactive learning modules and assessments.

#### 6. Timeline:

1 Month from the date of Agreement.

#### 7. Selection Criteria:

- **Relevant Experience:** The consultant/Agency must have proven 5-8 experience in Developing Training contents for Solar Industry or Related Fields.
- **Past Project:** The consultant/Agency should provide a past project demonstrating high quality, creativity, and the ability to convey impactful training modules.
- **Technical Expertise:** The consultant must possess technical expertise in creation of training & Learning modules.
- **Cost-Effectiveness:** The consultant should offer competitive pricing while maintaining high standards of quality. A detailed cost breakdown should be provided, ensuring transparency and alignment with the project's budget.
- **Flexibility and Adaptability:** The consultant must be adaptable to changing project needs and open to feedback during the production process. This includes being able to work under various environmental conditions and locations.



## **8. Payment Terms:**

- **50% Advance & 50% After completion of the project against submission of modules and acceptance by SELCO Foundation.**

## **9. Confidentiality**

All information provided in response to this TOR shall be treated as confidential and used solely to submit the proposals.

## **10. Disclaimer**

SF reserves the right to accept or reject any or all applications / proposals received without providing any reason for such action

## **11. To apply**

Freelancers and enumerators with relevant experience, based in Karnataka, Andhra Pradesh, Tamil Nadu & Telangana are invited to submit their detailed resumes through the Google form <https://forms.gle/TP6zHvNWMmTx36TY8> by **15th May, 2020**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **"Engagement of an Agency to develop an Interactive learning assessment module on Site Assessment of Solar PV System"**.

## **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. Compliance with Laws and Regulations** – The **Vendor (Consultant/Enterprise/Name of the other Party)** will comply with all applicable laws, rules, regulations and statutory requirements and amendments thereof, in the manufacture and distribution of products and supplies and in providing services to the SELCO and during the term of this **Purchase Order/MOU/Agreement**.

**8. Child Labor-** The Vendor will, 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.

**9. Forced Labor-** The Vendor will not engage in any activity that will result in forced or compulsory labor under applicable laws including the Bonded Labour System (Abolition) Act, 1976,

**10. Abuse of Labor-** Vendor will act in accordance with applicable laws and regulations and will not violate the rights of labourers as stated in The Factories Act, 1948 and similar legislations.

**11. Working Hours, Overtime, Wages and Other Benefits-** Working hours, wages and benefits shall be provided by the Vendor to its staff and employees in accordance with applicable laws including the Minimum Wages Act, 1948.

**12. Declaration of blacklisting-** Vendor represents and warrants to SELCO that, as on the date of signing of this Purchase Order, it is neither blacklisted/ debarred nor it is under a declaration of ineligibility by Central / State or Semi-Government Organization/Department or Institutions and Public Sector Undertakings in India and abroad. Vendor further undertakes to duly inform SELCO in the event it is blacklisted subsequent to execution of this Purchase Order.



13. **Compliance with Anti-bribery Laws:** Vendor and each of its directors, officers, employees, agents or other (collectively referred to as "Vendor") represent and warrant that it shall not either directly or on behalf of SELCO Foundation give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an Intent to influence any act or decision in his or her official capacity Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official 's influence improperly to affect or influence an act or decision.

The Vendor shall not provide any offering, promising, giving or receive, solicit or accept a financial or other advantage, or any other thing of value, with the intention of influencing or rewarding the behaviour of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.

Vendor understands and acknowledges that any non- adherence to the warranty as stated herein above will be violation of the provisions of the Indian Prevention of Corruption Act, 1988 and other applicable laws and legislations ("Anti-bribery Laws").

In addition, Vendor agrees to promptly report to SELCO Foundation of any incident of breach or potential breach of this section.

14. **Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH):** The Vendor 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.

**15. 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.

#### **16. 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.
- v. 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.

#### **17. 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.

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