



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

procurement@selcofoundation.org

TENDER DOCUMENT

**SELCO Foundation Hereby Invites Bids for Innovating for Climate and Health – A
Partnership for Equitable and Sustainable Care**

The detailed tender document can be downloaded from 17-06-2025.

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

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

(E tender)

<https://forms.gle/nF8PZFszdgZyfH6W6>

by 5 pm on or before **03-07-2025**.

Chief Executive Officer

SELCO Foundation



SELCO FOUNDATION

TENDER NOTIFICATION

For

Innovating for Climate and Health – A Partnership for Equitable and Sustainable Care

TENDER DOCUMENT

Address for Communication:

SELCO Foundation

#690, 15th Cross Rd, J P Nagar – 2nd Phase

Bangalore, Karnataka – 560078

Telephone: 080-26493145

e-mail: procurement@selcofoundation.org

DISCLAIMER

NIT No: 06/2025-26

This tender by SELCO Foundation is to **Innovating for Climate and Health – A Partnership for Equitable and Sustainable Care.**

NOTE:

SELCO Foundation has the right to award the work under this tender to single or multiple vendors provided that the applicant Bidder 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.

SELCO FOUNDATION

#690 15th Cross J P Nagar 2nd Phase

Bangalore - 560078

Telephone: 080-26493145

e-mail: procurement@selcofoundation.org

TENDER No: 06/2025-26

Dated 17-06-2025

NOTICE INVITING TENDER

Chief Executive Officer of SELCO Foundation, Karnataka State, India hereby invites bids for the Innovating for Climate and Health – A Partnership for Equitable and Sustainable Care

1	Tender Ref No.	06/2025-26
2	Last date & time for the bid submission	03-07-2025, 5:00 PM
3	Opening date of Technical and Financial bid	04-07-2025, 10:00 AM
4	Venue of Opening of tenders	SELCO Foundation, Bangalore

Interested and eligible bidders may furnish the Technical & Commercial Bids for Innovating for Climate and Health – A Partnership for Equitable and Sustainable Care through the online form (E-tender)

Google form link: <https://forms.gle/nF8PZFszdgZyfH6W6>

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.

INSTRUCTION TO BIDDERS

Background

To strengthen delivery of healthcare for over 170 million people by reliably and sustainably powering 25,000 public health facilities in remote, rural, climate and socio-economically vulnerable regions across 12 states in India by 2026.

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. This program can prove to be the low hanging fruit for achieving SDG13 and SDG3 via SDG7. We believe that provision of 100% renewable energy and green building infrastructure for healthcare facilities, will democratize the much-needed health services in the remote regions within India and account for future pandemic preparedness.

The broader goal: To use decentralized renewable energy to facilitate good health, improved wellbeing, last mile delivery of health services, reduced mortality, etc. through the integration of technological, delivery, process, and financial innovations into public healthcare services.

Objectives of ENERGY FOR HEALTH (E4H) Program

To enhance last-mile healthcare delivery by integrating climate-resilient health solutions and sustainable energy access, strengthening health systems, and fostering innovative, scalable models of healthcare in vulnerable regions within SELCO Foundation's Energy for Health priority states.

- Transform Phase 1 Findings into Accessible Knowledge Products
- Document and Share Methodological Learnings – from Phase I
- Develop and Implement a Stakeholder Engagement and Communication Plan
- Design and execute the continuation of the Problem Statement and Prioritization Process in up to five PPPs and three States prioritized for climate vulnerability.
- To co-develop and implement climate-resilient healthcare solutions aligned with the findings from Phase 1
- Expand and evaluate pilot projects to improve healthcare delivery in new priority - underserved and climate-vulnerable regions.
- Collaborate with grassroots partners to ensure localized, community-driven, and impactful interventions.
- Strengthen health systems through strategic partnerships with government departments and key stakeholders.

- Provide technical advisory support for the design, implementation, and evaluation of climate-resilient health programs.

5. Scope of Work

5.1. Knowledge Management and Comprehensive Communication Strategy for evidence uptake from Phase 1:

Problem Statement and prioritization:

- Convert the “Problem Statement and Prioritization Process” report into accessible knowledge products:
- Bite-sized knowledge pieces summarizing key findings.
- Graphic and simple slide decks illustrating:
 - Problem statements using a tech stack/value chain approach.
 - State- and district-wise unique findings with focus on regional/community typologies and their link to climate vulnerability.
- Produce 3-5 short reels highlighting two key points each from the above insights.
- Document and share the process flow and learnings from Phase I methodology
- Identify areas needing deeper investigation and propose plans for further exploration.
- Develop a plan for ongoing communication with consulted champions to revisit, Refine and finalize the Phase 1 knowledge products and learnings.
- Plan and execute continuation of the “Problem Statement and Prioritization Process” in up to five PPPs and three States prioritized for climate vulnerability.

Technical Deep Dives and Inputs:

- Conduct detailed technical reviews of tech stacks deployed in Partner sites, including zoom-in and zoom-out analyses for better understanding.
- Contribute to the design of proposed tech stacks using a value chain approach across Maternal and Child Health, Non-communicable diseases under Comprehensive Primary Health Care.
- Provide technical inputs for developing model health centers, model vision centres and mobile health interventions based on Phase I findings and pilot results.

Dissemination of Knowledge products from Phase I:

- Develop and implement an engagement plan with champions:
 - Maintain and update a long list of champions (existing and potential).
 - Engage champions at block, district, and state levels with clear next-step plans.

5.2. Health Technology (MedTech) Program Design and Implementation

- Document and share the process followed for selection of MedTech solutions.
- Develop Standard Operating Procedures (SOPs) for program design and execution of MedTech implementations.
- Design the next phase of piloting in deep-dive states and with selected Public-Private Partnership (PPP) partners.
- Facilitate identification, due diligence, and onboarding of five PPP/ NGO partners and three deep-dive regions for government collaboration.
- Prepare engagement plans and presentation decks for PPP partners and government stakeholders.
- Provide end-to-end support for onboarding and program execution.

5.3. Reporting, Evaluation, and Dissemination

- Lead preparation of a final report and evaluation of program outcomes.
- Develop a dissemination plan including knowledge products such as case studies, policy briefs, impact videos, and infographics.
- Facilitate technical support in evaluation and reporting of all health technologies deployed by SELCO Foundation to date, led by designated team members.

6. Roles and Responsibilities expected of the Public Health Partner

6.1. Knowledge Management and Communication

- Convert the Phase 1 “Problem Statement and Prioritization Process” report into clear, accessible knowledge products, including bite-sized summaries and graphic-rich slide decks. (refer the link: <https://drive.google.com/file/d/1Q1LG7uqWud-J2CGWWbaZpq46DZL0TnwV/view?usp=sharing>)
- Develop visual materials illustrating problem statements using a tech stack and value chain approach, alongside state- and district-specific findings emphasizing regional and community typologies linked to climate vulnerability.
- Produce 3-5 short video reels that effectively communicate key insights from Phase 1 findings.
- Document and disseminate the methodology and learnings from Phase 1, ensuring transparency and knowledge sharing.
- Identify knowledge gaps and propose plans for deeper investigation and continuous learning.
- Develop and implement a communication strategy for ongoing engagement with champions consulted during Phase 1, facilitating revisits, refinements, and finalization of knowledge products.

- Plan and execute the continuation of the “Problem Statement and Short List Process” in up to 5 PPPs and three new regions/States prioritized for climate vulnerability.
- Implement, maintain and regularly update a comprehensive long list of champions (existing and potential), and actively engage them at block, district, state and national levels with clearly defined next steps.

6.2. Health Technology (MedTech) Program Design and Execution

- Document and share the process for selecting appropriate MedTech solutions, ensuring replicability and transparency.
- Develop and institutionalize Standard Operating Procedures (SOPs) for the design, piloting, and execution of MedTech implementations within the program.
- Design and oversee the next phase of pilot projects in deep-dive states and in collaboration with selected Public-Private Partnership (PPP) partners.
- Support the identification, due diligence, and onboarding of five PPP/ NGO partners and three deep-dive regions for government collaboration to strengthen program reach and impact.
- Prepare detailed engagement plans and presentation materials tailored for PPP partners and government stakeholders to facilitate collaboration and buy-in.
- Provide comprehensive end-to-end support for the onboarding process and ongoing program execution, including coordination, troubleshooting, and capacity building.
- Support with Project Management Units for on-ground deployments in identified areas.

6.3. Reporting, Evaluation, and Dissemination

- Lead the preparation of a comprehensive final report evaluating program outcomes, impact, and lessons learned.
- Develop and implement a dissemination plan that includes diverse knowledge products such as case studies, policy briefs, impact videos, infographics, and webinars to maximize reach and influence.
- Technical support for ongoing evaluation and reporting of all health technologies deployed by SELCO Foundation, collaborating closely with designated team members to ensure data collection tools, data accuracy and actionable insights.

6.4. Technical Deep Dives and Advisory Inputs

- Conduct detailed technical reviews of technology stacks deployed at Partner Sites, providing both high-level overviews and in-depth analyses to enhance understanding and optimization.
- Apply lessons learnt from the initial phase to the expansion of deployment of medical technologies in the newer prioritized climate-vulnerable regions.

- Contribute to the design and refinement of proposed and emerging technology stacks using a value chain approach, focusing on key health areas including Maternal and Child Health and Non-Communicable Diseases under the Comprehensive Primary Health Care framework.
- Provide technical inputs in development and implementation of model health centers, model vision centers, mobile health interventions based on Phase 1 findings and pilot results, ensuring these models are scalable, sustainable, and aligned with public health priorities.
- To facilitate smooth implementation of project activities and strengthen communications, the public health partner has to deploy/allocate a Project Coordinator for SELCO Foundation

7. Duration of Engagement

The engagement period for the Public Health Partner will be for two years, starting from the date of contract signing.

8. Deliverables & Reporting

Deliverable	Description	Timeline (from the date of Contract signing)
Knowledge Products from Phase 1	Bite-sized knowledge pieces, slides/ deck with visual graphics, reels;	2 nd month (Duration: 60 days)
Engagement Plan with Champions	Long list, engagement strategy across levels	2 nd month (Duration: 60 days)
Dissemination Plan & Products	Knowledge sharing materials and events; Case studies, policy briefs, impact videos and infographics;	3 rd month (Duration: 90 days)
SOPs for MedTech Implementation	Documented processes, methodologies and SOPs	3 rd month (Duration: 90 days)
Design for Pilot Expansion	Plan for new regions and PPP partnerships; Due diligence engagement decks, onboarding assistance completed	3 rd month (Duration: 90 days)
Pilot Implementation Phase	Site assessments, Solutioning, Training and handholding across identified sites	6 th month (Duration: 180 days) & 18 th month (Duration: 540 days)
Final Report & Evaluation	Comprehensive program evaluation and report;	24 th month (Duration: 720 days)

Technical Deep Dives	Partner site tech stack analysis and health center inputs; Review emerging technologies, models of health care;	As scheduled – throughout the engagement
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Note: Orientation and discussion sessions to be held with the Core team of SELCO Foundation at every stage of the process.

9. Timeline: 24 months from the date of signing the contract.

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**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:

A pre-bid meeting can be arranged either via online mode or physical meetings at SELCO office. 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 through the Google form link Provided.

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.

Eligibility Criteria:

- Demonstrated experience in healthcare design, including prior involvement in the successful deployment of new medical technologies within primary healthcare environments.

- Proven experience in creating and executing a communication strategy that supports evidence use and sharing.
- A minimum of five (5) years of professional experience in design and implementation roles.
- Proven ability to develop designs that are both context-appropriate and cost-effective.
- Experience conducting landscape analyses to identify market-ready devices and technologies suitable for primary healthcare settings.
- Experience in the development and application of frameworks for evaluating technology adoption readiness and potential for scale-up.
- Experience analyzing field data pertaining to technology deployment and utilization, with the goal of measuring success and readiness for broader implementation.

Selection Criteria:

The proposal will be evaluated based on the following general areas:

- Bidder will be evaluated based on prior work experience/ portfolio
- Bidder to understand the core value and mission of the organization, SELCO Foundation
- Bidder to have a qualified team with relevant experience
- Bidder to have prior knowledge of working with NGOs
- The financial proposal will be evaluated based on approach & work plan, prior work experience, expertise, cost, and proposed payment terms.

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 24 months unless changed and agreed by either party in writing.

- a. **Prices:** Prices provided by the Bidder, and accepted by the Foundation shall be considered as final and firm and will not be subject to escalation due to any variations in the prices of materials, labour and/or any other reasons which may occur while the order is being carried out (except any increase in costs due to a change in applicable taxes). The Project Costs shall be inclusive of all statutory duties & taxes applicable if any, such as GST, transport and accommodation, payable for the services rendered by Bidder.
- b. **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.

c. Payment Terms:

First payment instalment:	20% Advance payment upon signing of the agreement.
Second payment instalment:	30% upon submission of Design for Pilot Expansion & SOP for med tech (month-6)
Third payment instalment	30% - upon successful execution of Pilot Implementation Phase (month-18)
Final Payment	20% - upon submission of Technical Deep Dives, Final Report & Evaluation (month-24)

Note: For every tranche payment bidder has to provide Tax-invoice.

d. 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.

e. 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.

f. 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.

g. 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.

h. Observance of Law:

- i. The Bidder will comply with all applicable laws, rules, regulations and statutory requirements and amendments thereof during the term of this Contract.
- ii. The Bidder represents and warrants that at the Execution Date the Bidder is not engaged in any unethical business practices or any practice which is against the integrity or sovereignty of India. Bidder also represents and warrants that on the Execution Date there is no pending litigation or any other charge, whether civil or criminal, against Bidder that will significantly impair the ability of the Bidder to perform its obligations under this Contract . The Foundation reserves the right to perform a background check at its discretion and the Foundation hereby waives any liability that may arise out of misrepresentation by the Bidder. Bidder also agrees to indemnify the Foundation for any liability that may arise out of such misrepresentation.
- iii. The Bidder 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.
- iv. The Bidder 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,
- v. Bidder will act in accordance with applicable laws and regulations and will not violate the rights of laborers as stated in The Factories Act, 1948 and similar legislations.
- vi. Working hours, wages and benefits shall be provided by the Bidder to its staff and employees in accordance with applicable laws including the Minimum Wages Act, 1948.
- vii. Bidder represents and warrants to the Foundation 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. Bidder further undertakes to duly inform the Foundation in the event it is blacklisted subsequent to execution of this Purchase Order.

- viii. Compliance with Anti-bribery Laws: Bidder and each of its directors, officers, employees, agents or other (collectively referred to as “Bidder”) represent and warrant that it shall not either directly or on behalf of the 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.
- ix. The Bidder 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 behavior of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.
- x. Bidder 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”).
- xi. In addition, Bidder agrees to promptly report to the Foundation of any incident of breach or potential breach of this section.
- xii. Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH): The Service Provider 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.

i. Non-solicitation

Neither Party shall during the term of this Agreement and for a period of two (2) years 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.

j. 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.

k. 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.

l. 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

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:

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.....2025

Signature

(Name and Address of the Bidder with seal)

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