



Terms of Reference (TOR)

Remote Monitoring System (RMS) for Livelihood Technologies

Title	Supply and Installation of Remote Monitoring System (RMS) for Livelihood Applications
Contract Supervision	Program Manager - Innovation
Timeline	08 Months
Expected area of expertise	<ul style="list-style-type: none">• Proven experience in deploying and managing Remote Monitoring Systems for solar PV systems or similar renewable energy applications, particularly in remote and rural geographies.• Technical expertise in AC and DC energy measurement, data communication (2G/3G/4G), and dashboard development.• Capacity to undertake installations across multiple sites, with a focus on Karnataka, Odisha, Maharashtra, Tamil Nadu, Meghalaya, Mizoram and Assam.• Robust quality assurance processes for hardware and software.• Financial stability and capacity to support a project involving 500+ units in Phase 1.• Ability to provide a 5-year warranty for RMS devices and reliable post-installation support.
Email and website	Procurement@selcofoundation.org / www.selcofoundation.org
Apply Link	https://forms.gle/QBLGySFJJDavhJuc7 (Contact Procurement for Form Link)

About SELCO Foundation

SELCO Foundation's mission is to create a platform of solutions that uses sustainable energy as a catalyst to bridge environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies, where services are accessed by all communities. The interventions of SELCO lead to a sustainable delivery model of essential services like livelihoods, education, and health till the last mile. (Read more about SELCO here: <http://www.selcofoundation.org/>)

1. Summary of the project:

Despite the increasing adoption of solar-powered systems in agriculture and livelihoods across India, there is a significant lack of real-time performance data and system visibility. This absence leads to difficulties in fault detection, underutilization, inefficient designs, and delayed maintenance, limiting the long-term reliability and scalability of these crucial interventions. The deployment of RMS will address these gaps, enabling data-driven optimization and improved reliability for applications such as post-harvest processing, food processing, millet processing, and other value addition activities. Data monitoring and evaluation are required to track the progress and outcomes, as well as the impact of the implemented livelihood projects.

SELCO Foundation currently operates over 200+ different livelihood interventions throughout India, and we are planning a digital transformation for these projects. In the initial phase, SELCO Foundation intends to deploy 500+ units of RMS in various geographical locations across different livelihood interventions across India within a timeframe of 6 months. Subsequently, our plan is to proceed with the scaling-up process, aiming to digitize all our interventions in the upcoming phase.

The SELCO Foundation seeks to inspire and implement socially, financially, and environmentally inclusive solutions by improving access to sustainable energy. The SELCO Foundation's key objectives are:

- Systematically identify diverse needs of the poor and understand and define the role of sustainable development, poverty alleviation, and decentralized energy.
- Create and deploy innovative solutions that positively impact well-being, health, education, and livelihoods toward the alleviation of poverty.
- Foster the development of enabling conditions or an ecosystem through holistic thought processes in technology, finance, entrepreneurship, and policy.

The SELCO Foundation focuses on the nexus of energy and development, including well-being, healthcare, livelihoods, disasters, and so on.

2. Goal and Objectives

Goal: To enhance solar system design and reliability by leveraging real-time data to understand usage patterns and enable early fault detection and maintenance needs.

Objectives:

- Gather real-time data to understand solar system usage patterns, data-driven solar system design, sizing, and understanding the efficiency of various technologies.
- Utilize real-time data for early fault identification, supporting basic diagnostics, and ensuring timely intervention to minimize downtime and maximize system reliability.

- Monitor and analyze key performance indicators (KPIs) related to energy and machine utilization, failure rates, grid downtime, and operational efficiency.

3. Scope of Work

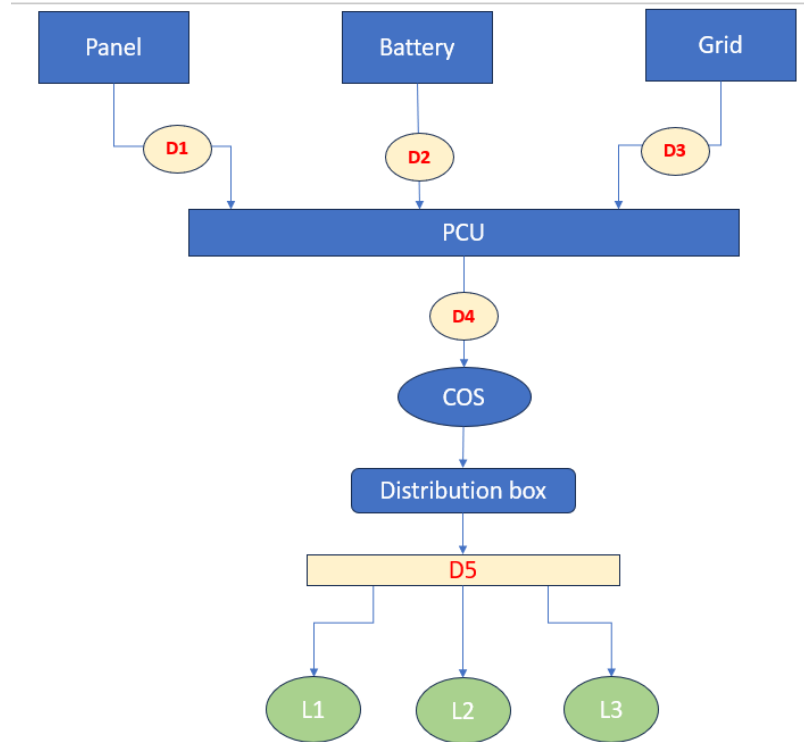
The selected Consultants will be responsible for the supply, installation, and post-installation support of Remote Monitoring Systems (RMS) as per technical specifications given below. The scope includes, but is not limited to:

3.1. Supply of RMS Devices

a. Technical Specifications for meters:

Parameters	AC Meters		DC Meters	
Phase	Single Phase	Three Phase	(For battery)	(For Solar)
Type	Hall Effect CT		Shunt	
Meter Type	Bidirectional Meters			
Operating Temperature	-10°C to +55°C (14°F-131°F)			
Operating Voltage Range	80 V – 300 V AC (L-N)	80 V – 300 V AC (L-N), 150 V – 500 V AC (L-L)	0 V – 400 V DC	12 V - 650 V
Input Current Range	0 A - 50 A (max) (Current Range may vary from site to site depending on the loads connected to solar system and Inverter Capacity. Details will be provided separately and based on that meter selection to be done)			
Frequency	45 - 65 Hz ± 3 Hz			
Power Consumption	5 W (Max)			
Accuracy	Voltage & Current (L-N): 1% or better Power Factor: 1% or better Frequency: 1% or better Power: 1% or better Energy: Class 1.0			
Display Resolution	Voltage: 0.1 V or better Current: 0.1 A or better			
Protection	IP 51/54 as per IEC 60529 or better; Class 2 or Class 3			
Warranty Period	5 Years (Warranty clause to be shared)			
Feature	The meter should not restrict the system power flow during the Meter failure.			

b. Data points:



Measured Data points:

AC Parameters	DC Parameters
Instantaneous Line to Neutral voltage	Instantaneous DC Voltage
Instantaneous Line to Line Voltage	NA
Instantaneous Current value	Instantaneous DC Current
Instantaneous Active Power	Instantaneous Active Power
Frequency	Active Import Energy – Cumulative Value
Instantaneous Power Factor	Active Export Energy – Cumulative Value
Active Import Energy- Cumulative Value	DC ON Hours (If power is available- accumulates irrespective of loads)
Active Export Energy- Cumulative Value	DC Import Load Hours (Accumulates Hours when meter ON with LOAD on Import side)
ON Hours- If power is available (irrespective of load)	DC Export Load Hours (Accumulates Hours when meter ON with LOAD on Export side)
Load Hours (Accumulates hours when device is ON with LOAD)	NA
No of Power supply disruption	Number of Power Supply disruptions

Derived Data points:

- Energy utilization from solar
- Solar v/s Grid energy usage – daily/monthly/yearly
- SOC% of battery
- Carbon emission avoided
- Financial saving due to solar

c. Gateway:

- **Connectivity:** IoT SIM Card (2G/3G/4G). No calling facility on SIMs.- Should be based on network availability/strength of the geography/site location.
- **Type of Communication:** RS 232 / RS 485. No Wi-Fi/Ethernet assumption.
- **Storage:** With battery storage for min 10 Hrs. backup
- **Power Consumption:** < 5 W
- **Operating Temperature:** -40 °C to 75 °C; 10 – 90 % RH
- **Protection:** IP 54 or better.
- **Data Frequency:** Minimum 5mins interval and should have scope for customization.
- **Internal Storage:** With SD card (capable to store data of min 1 month)

3.2. Installation & Integration

- Deploy RMS hardware and integrate with various livelihood machines (DC machines – single load points; AC machines – single load; AC & DC machines – multiple load points).
- Ensure quality installation, including wiring, conduit, and protection equipment.
- Adherence to safety standards and best practices during installation.

3.3. Dashboard Development & Data Flow

The Vendor shall provide a comprehensive, customized, and unified SaaS-based dashboard platform for real-time monitoring, data management, and reporting, adhering to the following key features and functionalities:

3.3.1. Core Dashboard Features

- *Alerts and Notifications:* Customizable alert settings with pop-up messages displayed on the screen upon any faults and abnormality conditions. Alert logic will be provided and must be incorporated for all sites, reflecting in the necessary dashboard pages.
- *Data Logging and Storage:* Store historical data for compliance purposes, quality control, and trend analysis. Users should be able to access and export/download this data as needed. Primary data storage should be on the SELCO Foundation's server.

- *Data Visualization*: Utilize various visualization tools such as charts, graphs, and heatmaps to help users quickly understand trends and anomalies.
- *Data Export*: Features for exporting data in various formats (e.g., CSV, Excel) for further analysis or reporting.
- *Compliance and Reporting*: Compliance feature for generating hourly, daily, weekly/monthly reports, which should be sent through email based on requirements.
- Dashboard should also be made mobile compatible (Android/iOS).
- *Security*: Robust security measures, including strong encryption protocols for data in transit and at rest, to protect data and the dashboard from unauthorized access, hacking vulnerabilities, and tampering.
- *Cyber Secured*: Cloud based platform shall be Cyber Secured advanced remote monitoring platform to Connects, Monitors and control for the generation, Consumption & Storage DERs.
- *Scalability*: Capability to scale to accommodate additional sensors or data loggers as the system expands.
- *Data Backup and Recovery*: Robust data backup and recovery mechanisms to ensure data is not lost in case of system failure. Further, in case of network, device, or server failure, there should be an ability for data backup locally in the logger (minimum 1 month).
- *Over-the-Air (OTA) Upgrade*: The platform should support Over-the-Air updates for device firmware and dashboard software.
- *Data Privacy*: The Vendor has no right to use or share data for any purpose other than providing the contracted services. Data privacy must be maintained in compliance with applicable data protection regulations. A Non-Disclosure Agreement (NDA) should be signed between both parties.
- *Carbon Credit Enabler*: All relevant data (clean energy generation logs, timestamps, system specs) must be securely stored and exportable for third-party verification. The system must maintain a tamper-proof audit trail of energy production and emission savings.

3.3.2. Dashboard Overview and Access

- **Login & Access Management:**
 - Master Login: The dashboard should have an option to create multiple user login credentials with grouping options, providing access to data from across all installations. It should have a provision to enable and disable any user login credentials.
 - State Login: Users will have access to data only for specific states/sites.
 - Users will be able to log in with user ID and password. Once a user logs into the system, if they belong to a specific location (e.g., Karnataka, Assam), then they can only see the RMS related to the site under that location.

- **Site Visualization:**

- Installed RMS sites should be overall reflected state-wise and district-wise by providing filter options. Livelihood sites should be reflected as 3 main verticals – Agri, Animal Husbandry (AH) and Resilient Micro business (RMB).

Category table:

State	District	Main Category	Subcategory
Ex. Karnataka, Odisha, Maharashtra Tamil Nadu, Assam, Andra Pradesh Meghalaya, Mizoram.. Etc.	Ex, Bangalore, Dharwad, Dibrugarh, EKH, Aizawl	1. Agri 2. Animal Husbandry (AH) 3. Resilient Micro Business (RMB) 4. Others	Ex. Post harvest processing, Dairy, Food processing

- GIS mapping should display installed RMS sites with color coding based on system functionality logics: Green (system working), Red (system not working), Grey (RMS not active due to any reason).
- By clicking on a site in the GIS map, the dashboard should reflect the Name of the site with typology, latitude, and longitude.
- For sites classified as "system not working" (Red) and "RMS not active" (Grey), the dashboard should show the list of such centers, with options enabled to download these lists.

- **System Summary:**

- The cumulative number of sites should be shown in the header, including total installed systems, systems working, systems not working, and systems inactive due to network issues.
- System Information should be added, consisting of: Name of the site; Type of site: Main category(Agri, AH & RMB): Sub Category-Value chain wise - with customizable option; System Capacity Including Solar Panel(including module capacity & configuration-Total no. of panels, number of panels in series & parallel), Battery(including Amper Hour rating & configuration, number of batteries in series & parallel) and Inverter(kW & kVA rating @ nominal voltage); and System Installation Date, with site picture- full system(Panel, & BOS)

3.3.3. System Block Diagram

- A system block diagram will show the equipment involved in the system and further depict the energy flow from each equipment.
- "Last updated" date and time stamp should be present in the header.
- Measurement values should be shown from the hardware on a real-time basis.
- Filter options should be enabled, consisting of state, block, etc.

3.3.4. Energy Parameters

- Energy parameters will provide data of the total energy consumption from different data points.
- A pie chart should be shown for the total solar generation and total grid utilization.
- Cumulative values on each parameter should be reflected in the dashboard. Cumulative parameters should be in the format of current day and customized day.
- It should have a feature of providing the cumulative values of all the sites from the beginning to the last updated time.
- Specific Data Points to be Displayed/Monitored:
 - AC Meters: Instantaneous Line to Neutral voltage, Instantaneous Line to Line Voltage (for 3-phase) Instantaneous Current value, Instantaneous Active Power, Frequency, Instantaneous Power Factor, Active Import Energy (Cumulative Value), Active Export Energy (Cumulative Value), ON Hours (irrespective of load), Load Hours (with load), power supply Interruptions
 - DC Meters: Instantaneous DC Voltage, Instantaneous DC Current, Instantaneous Active Power, Active Import Energy (Cumulative Value), Active Export Energy (Cumulative Value), DC ON Hours (irrespective of loads), DC Import Load Hours, DC Export Load Hours, power supply Interruptions
- *System Capacity Utilization*: Solar system capacity utilization refers to how effectively a solar power plant uses its installed capacity to generate electricity. It's typically measured by the Capacity Utilization Factor (CUF), which compares the actual energy output over a period to the maximum possible output if the plant operates at full capacity continuously.

3.3.5. Trends and Analytics

- All the measured and derivative parameters should be shown in the trends.
- Trends must have the option to select any of the parameters at any time period.
- Option to be enabled to make the grouping of parameters.
- Below the graph, values should be shown in the table, and an option to be enabled to download the data, and export graphs as jpeg/pdf.
- Filter options should be enabled, consisting of state, block, type of livelihood site, name of the site, and time interval.

- Derived Data Points for Analytics:
 - a. PV: kWp, MPPT performance, Irradiation, Generation in KWH.
 - b. Battery: SOC %, Indicative KWH, Health (Ref discharge current).
 - c. Load: Units consumed KWH, PF, Efficiency of machine.
 - d. Grid: KWH (both import/export), Grid failure (Low voltage, load shedding).
- Additional Analytical Remarks/Features:
 - a. Utilization dynamics of multiple machines.
 - b. Grid downtime.
 - c. Trend of efficiency with alerts for drops.
 - d. CO2 Offset and Indicative carbon credits.
 - e. Battery life cycle indicator.
 - f. Production in Kgs (taking into reference working hours).
 - g. Phase-wise non-availability.
- Analytics:
 - a. **Auto Health Diagnosis:** Automatic health diagnosis involves using advanced techniques to monitor, detect, and diagnose faults in real-time, alert, enhancing system reliability and efficiency.
 - b. **Preventive Alert Mechanism (Alert before Failure) – Push Notification:** Alerts shall be generated based on predefined thresholds and predictive models. Types of alerts must include - Early warning (non-critical anomalies), Critical alerts (imminent failure risk), Maintenance reminders (based on usage patterns or time intervals).
 - c. **Remote Configuration:** Remote Configuration capability to enable remote access, monitoring, and adjustment of system parameters without requiring physical presence at the installation site.
 - d. **Sustainability measurement:**
 - CO₂ emissions avoided (kg or tones) based on local grid emission factors.
 - Total clean energy generated (kWh) over time.
 - Number of households or facilities powered – People Impacted
 - e. **Multi-Site View:**
 - Global view for the all-site status, System generation vs consumption pattern view
 - Holistic view of system performance and anomalies
 - GIS Map View and easy locate and trace the sites / projects

3.3.6. Data Download and Report Generation

- Options should be provided to download raw data.
- Compliance feature for generating weekly/monthly reports. Daily, Weekly (or) Monthly reports to be generated and it should be sent by email based on the requirement.
- Report(s) should consist of:
 - Cumulative energy from all the data points in a day and over the month on each site.
 - Breakup on Solar / Grid energy Utilization in a day and over the month on each site.

- Hours of power outages in a day and over the month on each site.
- Number of systems along with list of livelihood sites (State wise, District wise and main category) in which RMS are inactive (This will be based on date of report generation).
- Number of solar systems along with list of livelihood site (State wise, District wise and main category) that did not function for more than 48 hours in the last month.
- Number of sites along with list of livelihood sites (State wise, District wise and main category) in which system is not working (This will be based on data of report generation).
- Estimation of Carbon offset (State wise and District wise).
- Customized reporting formats: Impact / Sustainability Report (NGO), Technical Report (Tech Partner & O&M)

3.3.7. Dashboard Software Specifications (SaaS Platform)

- Real-Time Monitoring: Provide real-time data streams from monitored devices and display a dashboard for users to monitor multiple devices simultaneously.
- Security & Capabilities:
 - Implement robust encryption for data in transit and at rest.
 - Ensure secure access with role-based permissions.
 - Expose REST APIs for seamless integration with other systems. Any changes in the REST APIs need to be documented and communicated.
 - Support for a growing number of devices and users.
 - Ensure consistent performance as the user and device count increases.
 - Offer an intuitive and user-friendly interface for easy navigation.
- Functional Requirements:
 - User Management: SELCO Foundation users will have a registration process in the system where they will be mapped to a particular location (e.g., Karnataka, Assam). User authentication and authorization should ensure that once a user logs in, they can only see RMS data related to region/site category under their mapped location. (Refer Category table)
 - Web Portal Key Features: Basic analytics (trends and graphs with existing data), real-time alarms & alerts upon any anomaly detection, multiple users can log in simultaneously, role-based features for feature control & multiple user creation, and historical data retrieval up to 5 years.
- Upper System Connect (Secured): Support Open API
 - The system shall support RESTful APIs or MQTT/WebSocket protocols or other secured protocols for real-time data exchange. API documentation must be provided in standard formats

3.4. Post-Installation Support & Maintenance (For 5 years)

- Provide post-installation maintenance support.
- Replacement mechanism on faulty meters and replacement mechanism.
- Coordinate issue resolution and provide design/O&M feedback.
- Submit detailed warranty clauses for all RMS devices.
- Periodic calibration to be done for the external sensors to maintain the accuracy level.
- For issues pertaining to RMS hardware, the RMS supplier is expected to support the ground team for repair, replacement/spares etc.
- Internet pack and necessary subscription pack to be monitored periodically.
- Update Mechanism for Software Updates (OTA)
- Mechanism to resolve production bugs if any.

3.5 Testing and Validation

- Validation of the data from the hardware post installation or any subsequent replacements.
- Validation of the data in the dashboard post installation or any subsequent replacements.

3.6 Documentation and Training

- RMS suppliers are expected to train the users to effectively utilize the RMS dashboards to provide effective information and maintenance triggers.
- Any changes in the User Interface post GO live, additional training to be provided for the User.
- User guide/manual covering both Software and Hardware in the form of written document & demo videos.
- Hardware Installation and troubleshooting process in the form of written document & demo videos.
- REST API Documentation

4. Vendor Qualifications

Prospective Consultants should demonstrate:

- Proven experience in deploying and managing Remote Monitoring Systems for solar PV systems or similar renewable energy applications, particularly in remote and rural geographies.
- Technical expertise in AC and DC energy measurement, data communication (2G/3G/4G), and dashboard development.
- Capacity to undertake installations across multiple sites, with a focus on Karnataka, Odisha, Maharashtra, Tamil Nadu, Meghalaya, Mizoram and Assam.
- Robust quality assurance processes for hardware and software.
- Financial stability and capacity to support a project involving 500+ units in Phase 1.
- Ability to provide a 5-year warranty for RMS devices and reliable post-installation support.

5. Submission Requirements

Consultants interested in this opportunity are requested to submit:

- Company profile, including legal registration, years in business, and relevant project experience.
- Technical proposal detailing the RMS solution including:
 - Detailed technical proposal outlining the proposed RMS solution, including specifications & data sheets of all components (meters, gateways, software/dashboard).
 - Proof of compliance with all specified technical parameters and certifications.
 - Proposed methodology for installation, data collection, and integration with diverse livelihood technologies.
 - Demonstration of a functional dashboard with capabilities as outlined in Section 3.3.
 - A clear plan for post-installation support, maintenance, and warranty.
- Sample submission & successful testing
- Financial proposal with clear cost breakdown.
- References from at least two previous clients for similar projects.
- Proof of certification and compliance with relevant industry standards.
- Proposed timeline for supply, installation, and commissioning.

6. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- **Technical Compliance:** Adherence to all specified technical parameters for AC/DC meters, gateways, and dashboard functionalities.
- **Experience & Capacity:** Consultant's track record, technical expertise, and ability to execute the project at the required scale and geographies.
- **Cost-Effectiveness:** Competitiveness of the proposed costs, including product, installation, and recurring expenses. The RMS cost should be less than the PCU/charge controller cost.
- **Warranty & Support:** Robustness of the warranty and post-installation support plan
- **Sample Hardware testing:** Feasibility of Hardware components with proven technical specifications, as detailed in Section 3.1a
- **Dashboard Features:** Comprehensive and user-friendly dashboard with all specified data and derived insights.

7. Timelines:

The Vendor will be Onboarded for this project period of **08 months**, during which the Vendor is required to complete and deliver all the assigned tasks. The period mentioned is subject to changes based on the project's complexity and scope of the work.

8. Price Schedule:

Table 1: Hardware

Sr No	Description	Quantity	Per unit cost	GST	Total with GST
1	Supply of RMS Hardware (Cost Should include breakdown of Product covering major components)	500			
2	Installation of RMS Hardware	500			
3	Consumables (lugs, wires, connectors, conduits etc)	500			

Table 2: Services

Sr No	Description	Quantity	Per unit cost	GST	Total with GST
1	RMS Dashboard Development	1			
2	Internet pack for 1 month	500			

- Transport: Excluded, (will be discussed with implementation plan)
- Taxes: Inclusive as applicable
- Delivery: Up to 4 weeks from Purchase order release date

9. Payment Terms:

1. Coordination with the solar Vendor must be done prior to installation.
2. Payment will be released only after the installation is completed, and the data is successfully integrated into the dashboard.

Phase	Deliverables	Payment Terms
Phase 1	Advance	30% of Agreement Value for services
	Completion of Dashboard Development	30% of Agreement Value for services

	Completion RMS Hardware integration of 500 units	40% of Agreement Value for services
Phase 2: Installation	Installation of 100 units	Against Purchase order – 50% advance, 50% after installation
	Installation of 200 units	Against Purchase order – 50% advance, 50% after installation
	Installation of 200 units	Against Purchase order – 50% advance, 50% after installation

10. To apply

Interested Vendor / 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/Ass4M3YraErjXj4C6> on before **24th July 2025**. (Rolling Basis Evaluation)

Any further queries please write to procurement@selcofoundation.org with a subject line: “**Supply and Installation of Remote Monitoring System (RMS) for Livelihood Applications**” (Name of Project)

Refer Terms and Condition:

1. Sub-contracting: In the event that the Vendor requires the services of subcontractors to perform any obligations under the Contract, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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:

The Contractor 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 Foundation and during the term of Agreement.

Child Labour- The Contractor 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.

Forced Labor- The Contractor 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,

Abuse of Labour- Contractor 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.

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

Declaration of blacklisting- Contractor 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 Contractor further undertakes to duly inform SELCO in the event it is blacklisted subsequent to execution of this Purchase Order/Work Order.

Compliance with Anti-bribery Laws: Contractor and each of its directors, officers, employees, agents or other (collectively referred to as " Contractor ") 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 Contractor 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. Contractor 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, Contractor agrees to promptly report to SELCO Foundation of any incident of breach or potential breach of this section.

Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH): The Contractor 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

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 Vendor if forwarded by registered post or by Courier Service to the last known postal address of the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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.