



Terms of Reference (TOR)

TOR for SaaS Provider for Apurva.ai for SELCO Foundation

Title	SaaS Provider for Apurva.ai for SELCO Foundation
Timeline	One Year (12 Months)
Expected area of expertise	<ul style="list-style-type: none">• Experience in developing products based on the Gen AI Platform• Experience in tech development in resource constrained settings
Apply Google Link	https://forms.gle/8mJXBzg9zT4KJU2G7 (Contact Procurement for Form Link)
Last Date of Apply	15 th July, 2025

About SELCO Foundation:

SELCO Foundation is an open source, Not for Profit, based out Bangalore, India which works at the intersection of development, clean energy and climate. On one hand it innovates on new solutions which can augment core development sectors like healthcare delivery and improved livelihoods, and on the other hand it builds systems which help the solutions scale successfully. SELCO Foundation has pioneered sustainable energy driven solutions that are inclusive of clean energy systems, energy efficient equipment and green built environments for public health centres. Being a practitioner driven knowledge and technical expert, SELCO Foundation firmly believes that an end-user centric, demand driven approach that focuses on ecosystem building, leads to interventions that are replicable and long term (Read more about SELCO here: <http://www.selcofoundation.org/>)

1. Program Overview:

SELCO Foundation for the past two years, has been pilot-testing a GenAI platform in collaboration with Apurva.ai. It is aimed to explore the power of leveraging technology to incubate transformative systems change at scale i.e. building systems of change that provide timely information for complex decision-making for organizations, by reducing the time taken to arrive at those decisions. This initiative aims to prove out the potential of scaling a learning methodology in the development sector, which can balance diverse views and agile decision making.

The Gen AI platform powered by [Apurva.ai](#) is an open innovation platform built specifically to help enable social change leaders to amplify the collective wisdom of their networks. This means enabling the organizations to tap into the rich theoretical, and subject-matter knowledge and expertise, and practical, on-ground experiences of the other organizations in their respective networks and learning from their perspectives and narratives regarding addressing complex problems in the development sector. This also serves as a unique platform that triangulates knowledge real-time. In partnership with Bhashini (BHASha INTERface for India, an initiative by the Indian government under the Digital India program with the primary goal to break down



language barriers in India by leveraging artificial intelligence (AI) and natural language processing (NLP) technologies), it offers processing of 22 languages of India with the aim to include more as the platform progresses.

This Gen AI platform has integrated systems thinking framework and design thinking in its inference engine, enabling a holistic learning mechanism even if the queries come from certain biases.

Currently the following products fall under the purview of the Gen AI platform that is customisable based on needs, data sizing etc.

PRODUCTS	DESCRIPTION	
Cocreate/ Conversations	Participatory AI designed to be part of meetings, workshops, roundtable conferences to offer systems thinking informed perspectives, novel ideas and customisable insights.	In pilot and production mode since Sept' 23
Wisdom/ Insights	Query-able platform based on curated knowledge inputs (audio files, videos, reports, research materials. This also has a whatsapp integration as an extension.	In pilot and production mode since Sept' 23
Impact	Customisable whatsapp-based survey tool	To be piloted and used in production

Past Experiences and Current Proposition

While products remain are launched and developed by Apurva.ai, it needs to be hosted by an agency to manage backend tech infrastructure, offer quick trouble shooting and error resolution, support in using technology to the utmost capability.

2. Scope of Work

We are actively seeking an experienced and enthusiastic technology vendor that provides SaaS service for AI based platform for above mentioned tech products. As a Tech Agency vendor, your responsibilities will span both back-end and front-end maintenance, requiring a high level of proficiency. The ideal candidate/agency will possess the capability to address product-related issues, enhancements, etc.

We are seeking to onboard agency for the detailed scope below:

1. Tech Infrastructure Management

A. Setting up the infrastructure and deployment of products

- i. Setting up tech and products in cloud
- ii. User creation
- iii. Language integration
- iv. Dashboard setup

B. Maintenance and regular upgrades

- i. Feature updates
- ii. Product enhancements
- iii. Qualitative inferencing of the AI
- iv. Query management
- v. Information ingestion



- vi. Regular troubleshooting of technical defects, AI hallucinations
2. Project Management for different components and user management with multiple parties (for collaborations with organisations)

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

- Create and publish detailed project plans with clear timelines & estimates.
- Follow standard engineering processes for code promotion, deployment, QA signoff, and technical defect tracking.
- Establish regular cadences to provide visibility on project progress & communicate with blockers/risks/delays.
- Send out weekly reports to apprise of progress and update tracker for every meeting
- 2 weekly calls and standby support for predetermined events

Categories and size of content estimation for the AI platform for different buckets:

One time setup and integrations for all tech products	Audio	845 hrs
	Video	862 hrs
	Doc	1730 nos
Monthly usage	Audio	770 hrs
	Video	372 hrs
	Doc (PDF/doc)	870 nos
WhatsApp-based survey and assessment tool	No of Surveys	30
	Number of Questions in each survey	6
	Language of Questions and responses	Kannada, Tamil, English, Marathi, Assamese, Odia, Hindi
	Number of users	30,000
	Total responses expected	100,000+

3. Eligibility Criteria:

The Agency is responsible for delivering the specified Scope of Work and is expected to develop and present a comprehensive proposal that includes details on the timeline, resources, and budget (to include fixed and variable components). Requesting applicants to send a dedicated HR break up for the scope of work.

The primary criteria for selecting the agency to undertake this project are its expertise and experience in the following areas:

1. Experience in developing products based on the Gen AI Platform, with expertise in Natural LLM's
2. Experience in tech development in resource constrained settings (financial, literacy, connectivity bandwidth resources)



3. Experience in working in the development sector or some past work relevant to this scope of work would be considered a significant advantage

The agency must submit a minimum of two samples, case studies, or references from previous work through the Google form specified in the Application process section to demonstrate its experience in the aforementioned areas.

4. Evaluation Process:

The evaluation of the following components of the project proposal submitted by the agency will be crucial in the selection process:

1. The agency's comprehension of the project requirements and challenges, along with its ability to meet both functional and non-functional requirements, and the assessment of the proposed project plan.
2. SELCO Foundation reserves the right to interview key personnel from the shortlisted agencies prior to awarding the project.
3. Proposed best practices and value-added solutions for the project.
4. Governance and project management methodology aimed at optimizing cost, time, and quality throughout the engagement.
5. The financial proposal will be evaluated based on approach & work plan, prior work experience, expertise, cost, and proposed payment terms.

5. Payment Terms:

Payments will be made based on the completion of agreed deliverables. A detailed payment schedule will be included in the contract on mutual agreement between parties.

6. Timeline:

Duration of the Program: The program is planned up to one year (12 months)

7. Terms and conditions

1. Pricing and Taxation

The Agency shall provide a detailed monthly cost quotation in Indian Rupees (INR) for the resources listed in the Expected Deliverables section, specifying the required skill sets and experience. The quotation shall be inclusive of all applicable taxes and costs. Quote should cover detailed working of cost with breakup for clear understanding of the proposed rates. Based on the product developments, addendums can be factored in once both parties agree with prior communication.

2. Intellectual Property Rights

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

- Products
- Processes
- Inventions
- Source code



- Documents
- Other materials

shall be the exclusive property of SELCO Foundation and SELCO Foundation reserves the right to use, modify, and distribute these materials as needed.

3. Delivery Timeline

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

4. Resource Replacement

SELCO Foundation reserves the right to request replacement of Agency resources if they fail to perform inadequately.

5. Subject to performance and the planned scope of work beyond the initial period, this contract may be extended under mutually agreed-upon terms.

By submitting the proposal, the Agency acknowledges acceptance of these Terms and Conditions.

8. To apply

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/jurxTg3EpypcvmvHA> on before **15/07/2025**.

Any further queries please write to procurement@selcofoundation.org with a subject line: **"SaaS Provider for Apurva.ai for SELCO Foundation"** (Name of Project)

Refer Terms and Condition:

- 1. Sub-contracting:** In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors
- 2. Quality Assurance**
The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.
- 3. Financials & Reporting**
TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022



in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

4. Indemnification

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

5. Patent, Copyright and other Proprietary Rights

- (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
- (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
- (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

6. Publicity, use of name & Logo of the Foundation: The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

7. Observance of Law:

- (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.



- (ii) The Consultant represents and warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the *Child Labour (Prohibition and Regulation) Act of 1986*, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- (iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the *Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013*, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace

8. Termination:

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the Foundation if similarly forwarded to the registered office. Upon the termination of this contract and payment of the said fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

9. Force Majeure:

- (i) *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Consultant
- (ii) In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.
- (iii) On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- (iv) If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.



10. Both the Foundation and the Consultant fully and freely intend to create an independent Contractor relationship under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the consultant has the right to sole and exclusive control over the manner and means employed in performing their activities under this Contract.

11. Settlement of disputes:

- (i) The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.