

Terms of Reference (TOR) for Consultancy Services

Livelihood Support for Marketing and Brand Building

| Title | Livelihood Support for Marketing and Brand Building |
|----------------------------|--|
| Timeline | 08 months |
| Expected area of expertise | Well versed in go to market strategies and brand building Familiarity with grassroots ecosystems for nano and micro enterprises |
| Apply Link | https://forms.gle/YESctnuUWEi88YsX6 (Contact Procurement for Form Link) |
| Last Date for Apply | 25 th Sep, 2025 |

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. Background of the Program:

SELCO Foundation seeks to inspire and implement solutions that alleviate poverty by improving access to sustainable energy to underserved communities across India in a manner that is socially, financially and environmentally sustainable. SELCO Foundation demonstrates the role of clean energy and energy efficiency across areas including wellbeing, livelihoods, and health.

As part of its initiatives for livelihood improvement, SELCO partners with micro enterprises specifically in rural, underserved geographies facing challenges in brand building and marketing of their products and services.

2. Goal and Objective:

SELCO is seeking proposals from qualified firms and organisations that would enhance market readiness and digital presence for nano and micro enterprises. This Request for Proposal (RFP) outlines the project's scope of work, timeline, and other pertinent details.

The objective of the program is

- 1) To provide strategic marketing and branding related exposure and capacity development to enterprises and relevant ecosystem players,
- 2) Handhold enterprises to come up a road map for product brand building via storytelling and innovative communication
- 3) To conduct activities which ensure market readiness leading to income increase and customer reach.

3. Scope of Work

Travel Location:

Enterprises located in the states of Karnataka, Odisha, Meghalaya, Assam and Mizoram

The agency will be responsible for a **three-phase intervention**:

1. Assessment & Solution Design

- Conduct on-ground or virtual need assessment of 100 enterprises
- Identify branding, packaging, and marketing needs for each
- Recommend need based customized, practical branding and packaging solutions aligned with product-market fit and end-user preferences.

2. Training & Capacity Building

- Conduct training sessions with nano/ micro enterprises:
 - Basics of branding, marketing, and packaging based on livelihood needs
 - Importance of digital presence and storytelling
 - Methods/ framework to derive suitable strategies across varied sectors and products
 - Industry examples of similar products/ value chains
 - Deliver practical DIY toolkits/templates usable by rural entrepreneurs

- Conduct training and capacity building for livelihood development practitioners:
 - Basics of branding, marketing, packaging and Importance of digital presence and storytelling via design thinking tools
 - Industry examples of similar products/ value chains and DIY toolkit which practitioners can use for developing their own training modules and methodology
 - Support in mapping potential resources in the region

3. Deployment & Implementation

- Brand building, product positioning and storytelling with communication material as deemed suitable
- Provide customized branding collaterals:
 - Logos, labels, signage, flyers, social media kits, packaging designs, product photography
- Facilitate basic digital onboarding (e.g., WhatsApp Business, Google Business, Facebook Pages)
- These activities will be carried out on a need basis as per individual requirement of each enterprise

4. Expected Outcome

- Increased income and revenue through improved product visibility
- Better market access—local and digital
- Higher customer footfall / retention and brand recall
- Capacity enhancement of practitioners working with enterprises

5. Target Enterprises

- Agro-processing units like spices, millet processing, horticulture related value addition, etc
- Snacks making units like chakli, roti, chips, pickles, etc
- Handicrafts and textiles enterprises
- Rural retail outlets with services (e.g., printing, juicing)

6. Deliverables:

| Key activity | Deliverable | Nos |
|---------------------------------|--|---------------------------------------|
| Assessment & Solution Design | Conduct need assessment of 100 enterprises Identify branding, packaging, and marketing needs with recommendation report for each Need assessment to be carried out inperson (proposal to add travel costs) | 100 |
| Training & Capacity Building | Conduct training sessions on essentials for marketing and branding Deliver practical toolkits/templates usable by rural entrepreneurs and ecosystem organizations which can be commonly used Train and capacitate partners on essentials for marketing and branding This can be designed as a common online session | 100 & 6-8 partner organisations |
| Deployment & Implementation | Provide customized branding collaterals: Logos, labels, signage, flyers, social media kits, packaging designs, product photography Facilitate basic digital onboarding (e.g., WhatsApp Business, Google Business, Facebook Pages) Develop strategies for brand building and positioning | 100 (activities as per the need) |

- -Monthly progress reports
- -Final report with consolidated learnings and successful stories of digitally enabled enterprises
- -Engagement of multiple agencies as per core expertise may also be considered

Requirements:

- Reputed firm with experience in marketing and brand building with creative story telling
- In-depth knowledge of go to market strategies to enable micro nano business enterprises and farmer producer organisation for better revenues
- Ability to travel and conduct in-person activities as required

· Excellent project management skills

7. Selection Criteria:

The Company / Professionals will be selected based on their:

- Proven experience in marketing and brand building
- Knowledge of digital tools/platforms relevant to MSMEs
- Experience in working with businesses in regional/local languages
- Ability to operate in low-resource, rural, or semi-urban areas
- Familiarity with social enterprises and grassroots ecosystems preferred
- Ability to meet the project timeline

8. Timeline:

Duration of the Program: The program is planned up to 6-8 months

9. Payment Terms:

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

10. Proposal:

Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

Submit a detailed proposal including:

- · Breakdown of approach, deliverables with workplan
- Budget breakdown with budget across different activities and resources
- Travel and lodging Expenses by the consultant / Agency to be provided separately

Provide split costs as per deliverables based:

 Please provide your proposal and quotation as per deliverables based and mentioned program requirements. Capture Timelines and Split cost wherever possible.

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

- The consultants/firms must have expertise in marketing and brand building for enterprises
- The agency must have dedicated team members with an ability to conceptualize and deliver marketing strategies based on the enterprise needs
- The agency should be able to showcase past work experience with similar aspects

SELCO Foundation reserves the right to engage agencies at its discretion. Engagement of

multiple agencies as per core expertise may also be considered

12. To Apply:

Interested consultants / organisations, meet the eligibility criteria with relevant experience and is interested in collaborating with the SELCO Foundation, (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/2RxuCmDZanoGqAve6 on before 25th September,

2025.

Any further queries please write to procurement@selcofoundation.org with a subject line:

"Livelihood Support for Marketing and Brand Building" (Name of Project)

Note: The application will be evaluated on a rolling basis.

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 intellectual of or any other property right 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:

Compliance with Laws and Regulations –The Consultant will comply with all applicable laws, rules, regulations and statutory requirements and amendments thereof during the term of this Contract.

The Consultant represents and warrants that at the Execution Date the Consultant is not engaged in any unethical business practices or any practice which is against the integrity or sovereignty of India. Consultant also represents and warrants that on the Execution Date there is no pending litigation or any other charge, whether civil or criminal, against consultant that will significantly impair the ability of the Consultant 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 Consultant. Consultant also agrees to indemnify the Foundation for any liability that may arise out of such misrepresentation.

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

Declaration of blacklisting- Consultant 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. Consultant further undertakes to duly inform the Foundation in the event it is blacklisted subsequent to execution of this Purchase Order.

Compliance with Anti-bribery Laws: Consultant and each of its directors, officers, employees, agents or other (collectively referred to as "Consultant") 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.

The Consultant 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.

Consultant 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, Consultant agrees to promptly report to the 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 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.

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.

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

10. 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.
