



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 The **Onboarding a Tech Advisory Agency to Support SELCO Foundation’s Energy for Health Program and Other Initiatives**. The detailed tender document can be downloaded from 19-12-2025.

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

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

(E-tender)

<https://forms.gle/HcFASnqDUMkvatRf8>

by 5 pm on or before 03-01-2026.

Chief Executive Officer

SELCO Foundation



SELCO FOUNDATION

TENDER NOTIFICATION

For

**Onboarding a Tech Advisory Agency to Support SELCO Foundation's Energy for Health
Program and Other Initiatives**

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: 19/2025-26

This tender by SELCO Foundation is to **Onboarding a Tech Advisory Agency to Support SELCO Foundation's Energy for Health Program and Other Initiatives**

NOTE:

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

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SELCO FOUNDATION
#690 15th Cross J P Nagar 2nd Phase
Bangalore - 560078
Telephone: 080-26493145
e-mail: procurement@selcofoundation.org

TENDER No: 19/2025-2026

Dated 17-12-2025

NOTICE INVITING TENDER

Chief Executive Officer of SELCO Foundation, Karnataka State, India hereby invites bids for Onboarding a **Tech Advisory Agency to Support SELCO Foundation's Energy for Health Program and Other Initiatives**

1	Tender Ref No.	19/2025-2026
2	Last date & time for the bid submission	03-01-2026, 5:00 PM
3	Opening date of Technical and Financial bid	05-01-2026, 11:00 AM
4	Venue of Opening of tenders	SELCO Foundation, Bangalore

Interested and eligible bidders may furnish the Technical & Commercial Bids for Onboarding a **Tech Advisory Agency to Support SELCO Foundation's Energy for Health Program and Other Initiatives** through the online form (E-tender)

Google form link: <https://forms.gle/HcFASnqDUMkvatRf8>

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

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 well-being, livelihoods, and health.

As a part of its “Energy for Health” (E4H) program, SELCO Foundation aims to strengthen health services delivery through the deployment of sustainable energy solutions and energy efficient medical equipment in 25,000 health facilities across India by 2026. Ensuring access to reliable and quality healthcare infrastructure to all is critical to poverty alleviation and equitable development. 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.

Objectives of ENERGY FOR HEALTH (E4H) Program

Program design and deployment of 25K health centres in 12 states across District Hospitals, Community Health Centres, Primary Health Centres, Health and Wellness Centres, Sub centres and Health Posts. To integrate sustainable energy and efficient equipment, thereby ensuring that quality health services can be catalysed in a timely and reliable manner.

Program will encompass distributed stand-alone solar, energy efficient equipment on a need basis, innovative medical devices, and green building design guidelines to be incorporated for new and chosen model centres

Training modules and Maintenance models for public health facilities to create systems and processes within health departments for ownership, management, utilization, and maintenance of the energy systems and appliances

To manage the Decentralized Renewable Energy (DRE) systems in an efficient way, the program will work on integrating various components on a unified platform to ensure better coordination, efficient operations, timely issue resolution, and remote tracking of system performance

Objectives of the Project:

About SELCO Foundation

Established in 2010, SELCO Foundation's mission is to develop holistic solutions that use sustainable energy as a catalyst to address poverty alleviation alongside ensuring environmental sustainability. SELCO's interventions lead to the sustainable delivery of essential services such as healthcare and enable improvements in livelihoods productivity, impacting over 5.5 million people to date. The foundation achieves this by developing enabling conditions, i.e., the ecosystem for sustainable energy innovations to be locally developed, adopted, and scaled.

The work is spread across sectors (well-being, healthcare, livelihoods), geographies (States across the South, East, and Northeastern India), and ecosystem aspects (efficient technologies and built environments, affordable end-user finance, entrepreneur development, inclusive investments, and practitioner-driven policies).

SELCO Foundation's efforts broadly include:

Inclusive Innovation: Implementation of holistic technology-finance-ownership models based on a clear understanding of end-user needs.

Ecosystem Building: Focusing on appropriate financing, local skills and entrepreneurship development, and practitioner-driven policy for sustainable interventions.

Incubation: Supporting grassroots-level clean energy enterprises and local technology enterprises to enable decentralization of services at the last mile.

Replication and Knowledge Sharing: Sharing learnings across regions and contexts.

About the Energy for Health Program

Since its inception, SELCO Foundation has focused on creating and strengthening the ecosystem for last-mile energy solutions across varied contexts. The Energy for Health Program aims to strengthen last-mile health delivery for improved resilience of communities by powering healthcare infrastructure with sustainable energy and shifting to energy-efficient equipment and buildings. SELCO Foundation has scaled and implemented solar solutions in 8,000+ health facilities across the country, in partnership with State

Governments, Health Departments, and Civil Society Organizations. By 2026, SELCO Foundation aims to provide distributed energy solutions for 25,000 healthcare facilities in the country.

Objectives:

To onboard an agency that will assist SELCO Foundation in:

1. **E4H Platform Adoption:** The agency will evaluate how effectively the E4H Platform is being adopted on the ground, assessing its usability, relevance, and potential for scale across programs and geographies. It will deliver an adoption framework, tools, tracking processes, a field study, and a usability lab design to strengthen and sustain platform usage.
2. **Tech Infrastructure and Deployment:** The agency will define E4H Platform's tech infrastructure requirements and processes for its smooth handover and long-term sustainability within government systems. Deliverables include infrastructure recommendations, governance mechanisms, handover SOPs, role definitions, and processes for upgrades and security maintenance.
3. **Evaluation of E4H Platform Documentation:** The agency will review E4H Platform's documentation to align with open-source best practices and future usability standards. Deliverables include a gap analysis and recommendations across architecture, deployment, and functional documentation.
4. **Co-organizing Knowledge Dissemination:** The agency will collaborate with SELCO to capture and disseminate learnings from E4H platform implementation across states, highlighting its impact on service delivery and health workforce empowerment. Deliverables include a dissemination plan, webinars, field videos, and a jointly authored white paper summarizing key insights.
5. **Digital Transformation Strategy for E4H and other SELCO Foundation Initiatives.** The agency will support SELCO Foundation in shaping its digital transformation strategy across the E4H programme and other initiatives. Deliverables include a digital roadmap, product design and discovery workshops, partner selection support, and co-creation of RFPs to strengthen tech adoption and implementation.

Collaboration

The agency will work closely with SELCO leadership, the program teams, and other internal stakeholders to achieve the objectives outlined above.

Detailed Scope and Expected Outputs

1. E4H Platform Adoption

The agency is expected to evaluate the high-level adoption of the platform, assessing how well the products meet the unmet needs of stakeholders.

Role:

- a. **Adoption Framework:** A structured approach that outlines the stages (onboarding to regular usage), enablers, and success indicators for rolling out the E4H Platform across programs and geographies.
- b. **Recommendation on Adoption Tools:** Set of tools and mechanisms (such as training assets- data, dashboards and reports, job aids, and FAQs, or feedback loops) designed to drive user engagement, track learning, and reinforce sustained platform use.
- c. **Processes to Track Adoption:** Frequency, ownership and expected outputs.
- d. **A Field Study assessing Current Adoption** of E4H platform in 2 geographies
- e. **Usability Lab:** Design of a usability lab and assets that aids the adoption of the E4H platform

2. Tech Infrastructure & Deployment

Role:

- A. Recommendation on technical specifications on infrastructure required to host E4H platform
- B. Tech-enablement sessions for selected SI and tech partners
- C. Governance mechanism for maintenance and evolution of the E4H platform
 - a. Formation of governance committees
 - b. Role & responsibilities
- D. Documented SOPs and best practices for handover of the E4H platform from SELCO Foundation to a government department
 - a. Roles and responsibilities of different personnel within the government department/partners
 - b. Skills needed within the team managing the E4F Platform
- E. E4H Platform Maintenance: Recommended processes and governance structure for:
 - a. Version upgrades
 - b. Security enhancements

3. Evaluation of E4H Platform Documentation

The agency will review the Documentation of the E4H platform and provide recommendations and modifications. This should ensure that documentation adheres to standard practices typically prepared by any open-source platform.

Role:

- A. Review of the follow existing documentation for E4H Platform to identify any gaps and recommend standardized structure aligned with open-source norms, keeping future usability in perspective:
 - a. Platform (Architecture, API Specification & Core Services)
 - b. Installation Guide
 - c. Infrastructure Set-up & Deployment
 - d. Functional Documentation

4. Co-organizing Knowledge Dissemination Activities

The agency will work with SELCO Foundation to synthesize learnings from platform implementation and digitalization processes across different states. This will include analyzing how the platform has improved service delivery, empowered health center staff, and enhanced operational efficiency using the data shared with the agency.

Role:

- Conduct interviews.
- Produce field-level videos.
- Organize a series of webinars jointly with SELCO.

Deliverables

- A dissemination plan (including sources and inputs for the plan elements)
- Co-author a white paper
- The concept for the first webinar towards organizing a series jointly with SELCO Foundation. Field videos and presentations for the first webinar. A final video publication (Production of new content as needed in addition to existing content available with SELCO Foundation).
- A joint release of the white paper summarizing the learnings, along with the second webinar.

5. Digital Transformation Strategy for E4H and other SELCO Foundation Initiatives

The agency will work with the SELCO Foundation on their digital transformation strategy on the E4H programme as well as other programmes. This will include, but not be limited to, understanding current processes and their alignment with the digital transformation strategy,

assessment of current tools and capabilities within SELCO Foundation, facilitation workshops, and development of a digital roadmap.

Role:

- Digital transformation strategy
- Reimagination workshops for capturing insights, design principles, opportunity areas, and prioritised ideas
- Discovery sessions and field visits
- Co-develop prototypes, mock-ups, user journey maps through Product design workshops
- Product and platform roadmap
- Recommendation and assistance in selection of a technical partner to build the product and platform
- Co-create RFPs for digital work within SELCO Foundation (at least 3)
- Work with the SELCO Foundation team on training and digital adoption initiatives

Proposal Submission Guidelines

The agency is required to submit a comprehensive proposal that includes the following elements:

- **Understanding of SELCO Foundation's Requirements:** Clearly articulate the agency's grasp of the objectives and needs of the SELCO Foundation.
- **Proposed Methodology:** Detail the agency's approach to each scope mentioned in the Tender, including specific strategies for implementation.
- **Timelines and Month-wise Milestones:** Provide a detailed timeline that outlines key milestones for each scope of work, demonstrating a clear path to project completion.
- **Assigned Resources:** List the resources dedicated to the program, including their profiles, expertise, and experience relevant to the project.
- **Communication Strategy:** Outline the strategy for ongoing communication to ensure smooth collaboration with SELCO Foundation's teams.
- **Innovative Ideas:** Present any unique or out-of-the-box suggestions that could enhance project outcomes.
- **Total Budget:** Include a comprehensive budget for the engagement, detailing month-wise milestone-based costs and applicable taxes.

Best Practices and Collaboration

Both SELCO Foundation and the agency will adopt best practices, ensuring:

- The outputs from each engagement vertical are of high quality and ready for international use.
- Clear and thorough documentation of all processes to ensure transparency.

Expected Deliverables

The agency will deliver outputs as mentioned in the scope of engagement. Each deliverable should align with the expected outputs outlined in the responsibilities section.

Evaluation and Selection Criteria

The selection of the agency will be based on the following criteria:

- **Proposal Evaluation and Methodology:** Assessment of the proposal's clarity, the feasibility of the proposed methodology, and the realism of timelines and milestones.
- **Innovation, Collaboration, and Budget:** Evaluation of innovative ideas, effectiveness of collaboration strategies, and clarity of the budget, including month-wise costs and applicable taxes.
- **Proven Experience of Resources:** Demonstrated experience of the proposed resources in advisory roles related to digital technology in public sector initiatives, supported by relevant case studies and references.

Eligibility Criteria for Applying

SELCO Foundation welcomes all companies interested in collaborating, including startups that wish to contribute to social causes. Applicants must submit company registration and other specified details during the application process. SELCO Foundation reserves the right to disqualify any agency if the submitted documents do not meet the eligibility criteria.

Engagement Period

The initial term of the contract shall be **six months**. Subject to satisfactory performance and the emergence of any new scope, the contract may be extended by mutual agreement of the parties.

Budget Proposal Format

The agency is required to provide a comprehensive breakdown of costs in Indian Rupees (INR), detailing the costs for each deliverable on a month-wise basis. It would be preferable to highlight the resources allocated for each deliverable, including their monthly rate and utilization.

Preferred Budget Breakdown Format

Notes

- Clearly indicate the total costs, including applicable taxes, for each deliverable.
- Ensure accurate monthly utilization and rates for transparency and comprehensiveness in the budget proposal.

Commercial Terms

1. This contract will operate on a Time and Materials (T&M) basis. The agency is required to submit monthly timesheets of assigned resources, detailing the work performed, which will serve as the basis for payment processing. The assigned team must work 5 days a week, 8 hours a day. The agency shall manage the holidays of the assigned team according to the holiday schedule of SELCO Foundation. Additionally, as needed, the assigned resources may be required to work from SELCO Foundation's Bengaluru office. Subject to performance and the planned scope of work beyond the initial period, this contract may be extended under mutually agreed-upon terms.
2. Project may get extended to multiple phases with additional modules depending on development need of the program and will be discussed on time to time with selected Bidder on mutual agreement and commercials as applicable.

Presentation of proposal

SELCO Foundation may arrange presentations and notify the qualified bidders of the scheduled time and location. If a bidder fails to attend or complete the scheduled presentation, their proposal may be disqualified.

S No	Presentation Agenda	Details
1	Project Understanding & Technical Approach	Overview of the project, defined solution scope, and a detailed project execution plan.
2	Solution Management & Governance	Organizational structure, governance processes, and support methodology for solution implementation.
5	Relevant Case Studies	Case studies showcasing similar requirements and challenges with successful solutions.
6	Resource Deployment Plan	Resource allocation plan for the project, including proposed profiles and key roles for execution.as per the annexure given

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.

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:

Organizations can conduct pre-assessment/secondary research of the requirements at their own cost to understand and analyse terms of reference or any relevant queries pertaining to tender before submitting the quotation.

A pre-bid meeting can be arranged either via online mode or physical meetings at SELCO office on or before 19/12/2025. 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 as per Annexure 1, Annexure 2, Annexure 3 and Annexure 4 through the Google form link provided in Annexure 2.

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.

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

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. Observance of Law:

- i. The Bidder shall comply with all laws, ordinances, rules, and regulations bearing

upon the performance of its obligations under the Contract.

- ii. The Bidder will provide surety 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 Bidder 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

g. Non-solicitation

Neither Party shall during the term of this Agreement and for a period of one (1) year 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.

h. 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.

i. 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.
- j. **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.
- k. **Child Labor:** The Vendor will, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Child Labour (Prohibition and Regulation) Act of 1986, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health

or physical, mental, spiritual, moral, or social development

- l. Forced Labor: The Vendor will not engage in any activity that will result in forced or compulsory labor under applicable laws including the Bonded Labour System (Abolition) Act, 1976,
- m. Abuse of Labor: Vendor will act in accordance with applicable laws and regulations and will not violate the rights of labourers as stated in The Factories Act, 1948 and similar legislations.
- n. Working Hours, Overtime, Wages and Other Benefits: Working hours, wages and benefits shall be provided by the Vendor to its staff and employees in accordance with applicable laws including the Minimum Wages Act, 1948.
- o. Declaration of blacklisting: Vendor represents and warrants to SELCO that, as on the date of signing of this Purchase Order, it is neither blacklisted/ debarred nor it is under a declaration of ineligibility by Central / State or Semi-Government Organization/Department or Institutions and Public Sector Undertakings in India and abroad. Vendor further undertakes to duly inform SELCO in the event it is blacklisted subsequent to execution of this Purchase Order.
- p. Compliance with Anti-bribery Laws: Vendor and each of its directors, officers, employees, agents or other (collectively referred to as "Vendor") represent and warrant that it shall not either directly or on behalf of SELCO Foundation give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an Intent to influence any act or decision in his or her official capacity Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official 's influence improperly to affect or influence an act or decision.
- q. The Vendor shall not provide any offering, promising, giving or receive, solicit or accept a financial or other advantage, or any other thing of value, with the intention of influencing or rewarding the behaviour of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.
- r. Vendor understands and acknowledges that any non- adherence to the warranty as stated herein above will be violation of the provisions of the Indian Prevention of Corruption Act, 1988 and other applicable laws and legislations ("Anti-bribery Laws").
- s. In addition, Vendor agrees to promptly report to SELCO Foundation of any incident of breach or potential breach of this section.
- t. Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH): The Vendor shall agree to adhere to the mandates prescribed under

the Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace.

u. Other Clauses:

- i. The Organization will treat all information disclosed to it by the Foundation under this agreement as information with proprietary value and will not disclose the same to any outsiders or use any such information, either directly or indirectly, in whole or in part, for any commercial or non-commercial purposes. Organization 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 by virtue of the position as Organization.
- ii. All information that is developed during the Term in relation to the Project which shall include but not be limited to information collected through the remote monitoring system and other information, shall solely belong to the Foundation.
- iii. Either party may terminate this contract forthwith in the event of any fraud or misconduct on part of the other party by providing a thirty-day written notice to such other Party. The Foundation may terminate this contract in the event of delay in supply/ installation of the products by the Organization beyond 15 days from what is stipulated in the WO or the Organization may terminate in the event of 3 consecutive delays of 15 days from what is agreed to between the parties in making payment to the Organization in the absence of justifiable reasons intimated by writing. Any notice to be given hereunder shall be sufficiently given to the other party if forwarded by registered post or by Courier Service to the registered address of the other party mentioned in this agreement or the last known postal address of the other party or is send to the other Party's provided email. Upon the termination of this contract, the Organization shall refund the entire amount paid by the Foundation. The Organization shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation and further certify the same in writing.
- iv. Both the Foundation and the Organization fully and freely intend to create an independent Organization relationship under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the Organization has the right to control the manner and means employed in performing their activities under this Agreement. The Organization shall update and inform the Foundation in writing of the various methods used to perform such activities in a timely manner. The Foundation shall further have the right to suggest and direct the Organization to use other methods or refrain from using certain

- methods when performing such activities.
- v. The Foundation represents and warrants that (a) it has the full right and authority to enter into this Agreement, and no consent or authorization not obtained prior to the Effective Date is necessary to be obtained, (b) the Foundation is a charitable trust registered under the laws of India and is authorized to do business to the extent necessary to fulfill its obligations hereunder.
 - vi. Except as specifically set forth in this Agreement, neither party makes any representation or warranty of any kind, express or implied, including without limitation any warranty of merchantability, any warranty of fitness for a particular purpose or use, any warranty of non-infringement, or any other statutory warranty. Each party expressly disclaims any and all implied warranties.
 - vii. This agreement shall not be amended or renewed, except in writing mutually agreed by both parties. The project shall be fully completed as agreed in the above-mentioned terms and conditions.
 - viii. Notwithstanding anything else to the contrary: -
 - i. Organization 's total aggregate liability under this Agreement shall not in any case exceed 100% of the value of this Agreement;
 - ii. neither party shall be liable for any indirect, consequential, special, remote, exemplary, punitive or speculative losses or any losses or damages for loss of profits or business even if such party has been advised of the possibility of such costs or damages; and
 - iii. The Organization shall have no liability for matters outside of its own scope of works.
 - ix. In the event that any or any part of the provisions contained in this Agreement is determined to be invalid, unlawful or unenforceable to any extent, such provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
 - x. The Foundation shall not either directly or indirectly assign, transfer, charge or in any manner make, offer or purport to assign, transfer or charge this Agreement or any rights herein or any part thereof without the previous consent in writing of the Organization.
 - xi. Neither Parties shall during the term of this Agreement and for a period of one (1) year thereafter, either directly or indirectly, through any Third Party (ies) recruit, solicit, discuss employment with, hire, employ or induce any such individual to leave the employment of the other Party, unless prior written consent is obtained from the Party.
 - xii. Neither Party shall make any announcement relating to this Contract or any matter arising in respect of this or its relationship with the other Party, without the

- prior written consent of the other Party, which consent will not be unduly withheld.
- xiii. Parties shall not use any trademark, trade name, service mark, service name, copyright, logo or other intellectual property of the other Party without the prior written consent of such Party. For avoidance of doubt, Parties shall seek prior written consent each time when it intends to use trademark, trade name, service mark, service name, copyright, patent, or logo of the other Party.
- xiv. **Governing Law and Arbitration:**
The Parties agree that this Agreement shall be governed and construed in accordance with the laws of India. The Parties hereto agree that they shall use all reasonable efforts to resolve between themselves any disputes, controversy or claim arising out of or relating to this Agreement. If the Parties fail to resolve the matter within the 60 days of occurrence of any dispute, such dispute, controversy or claim shall be settled by binding arbitration under the Indian Arbitration and Conciliation Act, 1996. There shall be one arbitrator mutually appointed by the Parties. The place of arbitration shall be Bangalore and the arbitration proceedings shall be in English. The courts at Bangalore alone shall have the jurisdiction to entertain and, or try any dispute arising out of or in connection with or in relation to the terms of this Agreement.

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 or of parent company	
9	Audited financial statements for the last two (2) financial years (Certified copy of Chartered Accountant report in P&L account to be enclosed) or of parent company	
10	GST registration and GST returns filled in the last two (2) financial years or of parent company	
11	Letter of declaration to confirm that the bidder has not been blacklisted by any entity or institution	

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
4	Experience in developing products based on the DIGIT Platform - 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:

Any project related travel will be additional on actual and with prior approval from the competent authority at SELCO Foundation

Deliverable	Monthly Milestone Charge (INR)	Resources Allocated	Monthly Rate (INR)	Utilization (%)	Monthly Cost (INR)	Taxes (INR)	Total Cost (INR)
Deliverable 1	XX	Resource 1	XX	XX	XX	XX	XX
		Resource 2	XX	XX	XX	XX	XX
		Resource X	XX	XX	XX	XX	XX
Deliverable 2	XX	Resource 1	XX	XX	XX	XX	XX
		Resource 2	XX	XX	XX	XX	XX
		Resource X	XX	XX	XX	XX	XX
Deliverable X	XX	Resource 1	XX	XX	XX	XX	XX
		Resource 2	XX	XX	XX	XX	XX
		Resource X	XX	XX	XX	XX	XX

Grand Total in words: Rupees_____

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_____)