

### Development of an Integrated Solar Services Platform

<b>Title</b>	<b>Development of an Integrated Solar Services Platform: Bridging Social Development Practitioners, Users, and Energy Experts</b>
<b>Timeline</b>	05 months
<b>Expected area of expertise</b>	Application development includes mobile, web, backend, AI/ML and deployment.
<b>Apply Link</b>	<a href="https://forms.gle/GLL2XdoBdM4xhh4QA">https://forms.gle/GLL2XdoBdM4xhh4QA</a> (Contact Procurement for Form Link)
<b>Last Date for Apply</b>	<b>27<sup>th</sup> December, 2025</b>

#### About SELCO Foundation:

SELCO Foundation is an open-source, not-for-profit organization that engages in field-based R&D and ecosystem building for the deployment of clean energy solutions that alleviate poverty by improving access to sustainable energy to underserved communities in tribal, rural, and urban poor areas. The organization works in collaboration with practitioners in the social sector, energy entrepreneurs, NGOs from various developmental sectors, and educational institutions to link the benefits of sustainable energy to poverty eradication. The organization works across verticals such as energy access, health, and livelihoods with practitioners in the social sector, energy entrepreneurs, and partners from various developmental sectors. You can find more information about the SELCO Foundation on our organization's website (Read more about SELCO here: <http://www.selcofoundation.org/>)

#### 1. About the Programmes:

The Integrated Solar Livelihood App aims to transform the adoption and lifecycle management of solar energy solutions, particularly for underserved and rural communities. Combining advanced field assessment, automated design workflows, transparent reporting, and a trusted professional marketplace, the app will act as an end-to-end digital platform—empowering customers, enabling technicians and vendors, and ensuring traceability from project conception to service delivery.

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The platform will offer mobile and web capabilities, facilitate accurate data collection, automate system design and costing, generate professional proposals, and provide a robust network for connecting with certified renewable energy professionals for all project phases (assessment, installation, O&M).

## 2. Goal and Objective:

The primary objective is to design and deploy an integrated digital solution to:

- **Network platform:** Enable App users (Social development practitioners, including NGOs, community organizations, local government representatives, Clean energy enterprises and Individual end users) to book for trained professionals to conduct site assessments, receive professional proposals, compare quotes, and track project status
- **AI Tool for the Solar designs:** Empower technicians and field staff with guided, AI-supported data collection tools, design automation, and job management features
- **Analytics Dashboard:** Provide Solar system engineers and the solar technical team with structured workflows for review, compliance checks, and standardization
- **Workflow:** Deliver to the admin team with a robust dashboard for user onboarding, compliance monitoring, and analytics.

## 3. Scope of Work:

Platform Design, Development, Testing, and Maintenance

- **User Needs Assessment:** Analyze target user base, personas, workflow gaps, and required geographies. Create a user journey map.
- **Paper Prototyping & Testing:** Develop and test prototypes with stakeholders; document feedback.
- **UI/UX Design:** Iteratively design and test UI/UX for both mobile and web; ensure accessibility and local language adaptability.
- **Technical Architecture:** Architect mobile (Android/iOS) and web platforms, database, and backend systems.
- **Core Platform Development:**
  - **End-User Module:** Booking site assessment, track schedule, access solar design and cost estimate, request for quotations, place order, notifications, project dashboard.
  - **Technician Module:** Access assessment requests, scheduling, digital site assessment forms, automated/AI tools for design and error detection
  - **Technical Approval Team:** Structured design review, compliance approvals, template standardization, notification system
  - **Vendor/Installer Module:** Lead access, quote/bid submission, status updates,

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dynamic pricing suggestions, job tracker

- **Admin Console:** User onboarding/verification, dispute workflow, analytics/reporting, fraud detection, alert system
- **AI/ML Integration:** Workflow automation (design, costing, error flagging), personalized suggestions, compliance validation
- **Testing (QA/UAT):** Functional, usability, and security testing; iterative improvements
- **Deployment:** Launch on Play Store (Android), App Store (iOS), and cloud-based web backend (preferred AWS); production version rollout.
- **Documentation & Training:** Admin/user manuals, in-app guides, structured training for field staff and vendors
- **Support & Maintenance:** Ongoing maintenance, bug fixes, server management, user feedback incorporation, regular security updates

#### • Features

*Key features to be included (but not limited to):*

- **AI Tool for the Solar designs:**
  - Mobile-first field assessment with photo inputs, geo-tagging, AI-aided data capture.
  - Automated load profiling, solar system design, and report/proposal generation.
  - Documentation repository and reusability of past designs
- **Network platform:**
  - Marketplace for booking, hiring, and rating certified solar professionals
  - Scheduling, dispatch, and project tracking.
  - Scalable role-based access (end user, technician, engineer, vendor, admin).
  - Quote comparison and recommendation engine for end users
- **Analytics Dashboard & Workflow:**
  - Analytics dashboard for performance, user engagement, and compliance.
  - Digital/AI-powered notifications, alerts, and compliance error flagging.

#### 4. Deliverables to be provided phase wise:

- Functional mobile and web applications (Android/iOS and browser)
- Secure backend and admin dashboard for user and project management
- User-facing documentation and admin guides
- Training sessions for major user groups
- QA and UAT reports
- Final source code, with documentation
- Release to app stores and deployment to web/cloud platform
- Support and maintenance documentation and plan

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Detailed Phase wise deliverables:

Phase	Deliverable Category	Output
<b>Phase 1:</b>  Discovery Phase & Paper Prototype	1. User & System Understanding 2. Requirement Documentation 3. Initial Design & Wireframes 4. Prototype Testing & Feedback	1. Final Requirement Document. 2. Approved Paper Prototype 3. Approved Low-Fidelity Wireframes
<b>Phase 2 :</b>  Development & Prototype Testing	1. Technical Setup 2. Module Development 3. AI/ML Integration 4. Prototype Testing & Iterations	1. Fully functional prototype of all modules 2. Tested & refined workflows 3. UAT-ready platform
<b>Phase 3 :</b>  Pilot, Support & Maintenance	1. Deployment 2. Pilot Implementation 3. Final Documentation 4. Training	1. Platform deployed & live. 2. Completed pilot with documented improvements. 3. Full handover + support plan

## 5. Roles and Responsibilities:

### A. Role of SELCO Foundation (SF):

SELCO Foundation will be responsible for the following:

- **Project Oversight & Coordination**
  - Provide overall guidance, clarify expectations, and share required documentation, references, and standards.
  - Facilitate periodic review meetings for progress tracking and decision-making.
- **Access to Stakeholders and Ecosystem**
  - Enable interactions with internal teams, field staff, and relevant partners for

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user research, prototyping, and validation.

- Provide access to existing workflows, databases, design standards, and operational processes.
- **Review & Approval**
  - Review design prototypes, feature development, QA reports, and documentation.
  - Approve deliverables at each agreed milestone and provide timely feedback.
- **Support for Field Pilots**
  - Facilitate field-level testing, field user access, pilot deployments, and feedback collection.
- **Data Protection & Compliance Inputs**
  - Provide necessary policies and compliance guidelines related to data security, IP, platform use, and operational ethics.
- **Server and data protection**
  - SELCO will provide necessary Hosting platform, subscription and tools.

### B. Expectations from Bidder / Vendor:

The selected vendor will be expected to:

- **End-to-End Platform Development**
  - Design, develop, test, and deploy the Integrated Solar Services Platform (mobile, web, backend, and AI modules) as per the scope of work.
- **Technical Expertise & Delivery Quality**
  - Ensure high-quality code, secure architecture, scalable systems, and compliance with UI/UX and performance standards.
  - Incorporate AI/ML features, automated workflows, and data-driven recommendations where relevant.
- **Project Management & Reporting**
  - Maintain a structured project plan with timelines, milestones, and risk mitigation strategies.
  - Provide weekly updates, sprint demos, and transparent reporting on progress and bottlenecks.
- **User-Centric Design & Validation**
  - Conduct user research, prototype testing, and field-based validation for all

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- modules.
  - Adapt designs based on stakeholder feedback.
- **Testing & Quality Assurance**
  - Conduct functional, usability, security, and performance testing across all platforms.
  - Resolve bugs and ensure stable UAT sign-off before deployment.
- **Deployment & Documentation**
  - Deploy applications on Android, iOS, and web/cloud platforms.
  - Provide complete technical documentation, APIs, admin manuals, and user guides.
- **Support & Maintenance**
  - Offer post-launch support for issue resolution, updates, improvements, and monitoring.
  - Ensure 24/7 availability for critical failures and timely troubleshooting.
- **Compliance & Confidentiality**
  - Adhere to SELCO Foundation's intellectual property terms, data privacy requirements, and ethical practices.
  - Maintain confidentiality of all project information and user data
- **Meetings & Collaborative space**
  - The Product manager /team is expected to work from SELCO Foundation office whenever necessary.
  - The commitment time expected for this development should be 8hours/day and 5 days/week.

## 6. Timeline and Duration

Phase	Duration	Description
Requirement Gathering/Planning	3 weeks	Stakeholder/user analysis, flow mapping
Prototyping & UI/UX Design	6 weeks	Wireframes, UI/UX, initial testing
Development (App/Web/Backend)	8 weeks	Platform build, feature integration, iterations
Testing & User Acceptance	2 weeks	QA, bug fixes, UAT, final sign-off
Deployment & Go-Live	2 weeks	App publishing, web deployment, user onboarding
<b>Total (Pre-Launch)</b>	<b>21 weeks</b>	All development phases complete (3 months)
Post-Launch Support/Maintenance	12 Weeks (Post Launch)	Issue resolution, regular updates, enhancements

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## 7. Selection & Evaluation Criteria:

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

### A. Relevant Experience in Mobile App Development

- The agency must have **direct, demonstrable experience** in building, deploying, and maintaining mobile applications (Android + iOS).
- Experience in developing platforms with multi-user roles, offline capability, or AI/ML features is preferred.

### B. Submission of Work Samples

- The agency must submit **a minimum of two (2)**:
  - Case studies
  - Client details
  - Live links to deployed applicationsThese samples must demonstrate experience relevant to the scope of this TOR.

Furthermore, 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.
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. Selco Foundation will require discussions/interview with the agency leadership and the project manager assigned to the project.

Criteria	Weightage
Technical understanding & solution approach	30%
Experience developing similar platforms	25%
UI/UX & technical architecture quality	15%
Team capability	10%
Cost competitiveness	20%

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### 8. Submission Requirements:

Interested collaborators (individuals, teams, or agencies) are requested to submit the following by before deadline

#### A. Technical Proposal

- Company profile
- Relevant experience (minimum two samples)
- Understanding of TOR
- Technical approach & methodology
- Detailed project plan & timeline

#### B. Financial Proposal

- Cost breakdown (design, development, testing, deployment)
- Licensing or third-party API fees (if any)
- Maintenance cost
- Taxes included

#### C. 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

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
	XX	Resource 1	XX	XX	XX	XX	XX



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Deliverable X		Resource 2	XX	XX	XX	XX	XX
		Resource X	XX	XX	XX	XX	XX

#### Detail Financial Proposal Template Given Below as Annexure

- Section A: Strategic & Foundational Work (Lump Sum)
- Section B: Recurring Deliverables (Monthly/Quarterly Unit Cost)
- Section C: HR Allocation & Management
- Section D: Total Contract Value Summary (Annual)

#### 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.

Please ensure your application directly addresses your capability to own the end-to-end execution of communication design across strategy, production, and dissemination. Agencies are asked to account for flexibility in terms of time allocation or the number of deliverables for the required scope of work which is possible in the given duration of the campaign.

**Note:** Applicants are required to submit **applications to apply in the link**. Each application should detail the plan, methodology, and deliverables specific as per the requirement mention in the scope of work.

## 9. Intellectual Property

All final outputs, templates, and visual assets created under this engagement will be the intellectual property of SELCO Foundation and will be freely available for public sharing under an open-source license.

## 10. Payment Terms:

It will be deliverable-based, with quarterly payments made in accordance with the terms agreed upon between the consultant and SELCO Foundation. Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

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#### 11. Application Process

If your enterprise meets the eligibility criteria and is interested in collaborating with the SELCO Foundation, please complete the application form linked below with the required information. Agency / Consultant are requested to upload their technical proposals and financial quotations directly into the application form.

##### **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.

#### 12. 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/UQcANKYYZi7hveRu6> on before **27th December, 2025**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **“Development of an Integrated Solar Services Platform: Bridging Social Development Practitioners, Users, and Energy Experts.”** (Name of Project).

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### Annexure

#### Financial Proposal Template: Budget Breakdown & HR Allocation

Collaborators are requested to use this template to provide a transparent breakdown of the costs associated with the annual contract.

#### Section A: Strategic & Foundational Work (Lump Sum)

This section covers the initial, high-value strategic work, which is typically billed as a one-time setup fee or included in the first-month retainer.

<b><i>Deliverable (Part 1 &amp; 4)</i></b>	<b><i>Estimated HR Days Required</i></b>	<b><i>Key Personnel (e.g., Narrative Lead, Strategy Director)</i></b>	<b><i>Proposed Cost (Lump Sum/Setup Fee)</i></b>
<b><i>1.1 Narrative Strategy Development</i></b> (Context Setting, Messaging Framework)	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<b><i>1.3 Branding &amp; Asset Management</i></b> (Template Creation, Guidelines Review)	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<b><i>4.2 Measurement &amp; Adaptive Learning System Setup</i></b> (Tracking, Reporting Framework)	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<b><i>TOTAL STRATEGIC SETUP COST</i></b>			<b><i>[Collaborator Input]</i></b>

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### Section B: Recurring Deliverables (Monthly/Quarterly Unit Cost)

This section breaks down the monthly recurring costs based on the quantifiable deliverables defined in Parts 2 and 3. The final annual cost will be the **Monthly Cost x 12 months**.

<b>Deliverable / Unit of Output</b>	<b>Frequency (Monthly Qty)</b>	<b>Estimated HR Hours/Unit</b>	<b>Key Personnel (e.g., Writer, Designer, SM Manager)</b>	<b>Cost Per Unit (INR)</b>	<b>Total Monthly Cost</b>
<b>Social Media Posts/Graphics</b> (4 per month: Foundational Context)	4	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>Social Media Announcements/Features</b> (2 per month: Fellow/Mentor profiles)	2	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>Fellow Journey/Progress Updates</b> (6 per quarter $\rightarrow$ 2 per month)	2	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>Curated/Amplified Partner Content</b> (2 per week $\rightarrow$ 8 per month)	8	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]

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<b>Monthly Content Calendar &amp; Report</b> (1 per month)	1	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>CSP Network Newsletter</b> (1 per month)	1	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>Field-Driven Case Study Blog</b> (1 per month)	1	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>Fellow Narrative Arc/Reflection Blog</b> (2 per quarter \$ \rightarrow \$ 0.67 per month)	0.67	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>Thought Leadership Article</b> (1 per quarter \$ \rightarrow \$ 0.33 per month)	0.33	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>Content Repurposing</b> (4 assets per long-form unit \$ \rightarrow \$ 6 per month)	6	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
<b>SUB-TOTAL MONTHLY DELIVERY COST</b>					<b>[Collaborat or Input]</b>

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#### Section C: HR Allocation & Management

This section summarizes the key personnel and their monthly time dedication to the CSP account.

<b>Role/Personnel Title</b>	<b>Description of Responsibility</b>	<b>Monthly Time Allocation (e.g., 20 days/month, 80 hours/month)</b>	<b>Monthly Retainer/Salary</b>
<b>Narrative Lead / Account Manager</b>	Overall strategy, client communication, ensuring narrative fidelity.	[Collaborator Input]	[Collaborator Input]
<b>Senior Content Writer / Editor</b>	Long-form content production (Blogs, Case Studies, Newsletters).	[Collaborator Input]	[Collaborator Input]
<b>Social Media Specialist</b>	Execution, scheduling, performance reporting, community management.	[Collaborator Input]	[Collaborator Input]
<b>Graphic Designer</b>	Visual asset creation for social media and templates.	[Collaborator Input]	[Collaborator Input]
<b>TOTAL MONTHLY HR ALLOCATION</b>			[Collaborator Input]

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#### Section D: Total Contract Value Summary (Annual)

<i>Description</i>	<i>Amount</i>
<b>A. Total Strategic Setup Cost (Lump Sum)</b>	<i>[Collaborator Input]</i>
<b>B. Total Annual Delivery Cost (Section B Monthly Cost x 12)</b>	<i>[Collaborator Input]</i>
<b>C. Total Annual HR/Management Cost (Section C Monthly Cost x 12)</b>	<i>[Collaborator Input]</i>
<b>D. Contingency/Innovative Engagements (e.g., 5% of B+C)</b>	<i>[Collaborator Input]</i>
<b>E. TOTAL PROPOSED CONTRACT VALUE (A + B + C + D)</b>	<i>[Collaborator Input]</i>

**Note:** If there is travel required, kindly mentioned tentative budget along with number of days of travel.

#### 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

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**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



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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, in the manufacture and distribution of products and supplies and in providing services to the SELCO and during the term of this Agreement.

**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,

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Abuse of Labor: Consultant will act in accordance with applicable laws and regulations and will not violate the rights of labourers as stated in The Factories Act, 1948 and similar legislations.

Working Hours, Overtime, Wages and Other Benefits-Working hours, wages and benefits shall be provided by the 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 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. The Consultant further undertakes to duly inform SELCO 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 SELCO Foundation give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an Intent to influence any act or decision in his or her official capacity Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official 's influence improperly to affect or influence an act or decision.

The 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 behaviour of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.

The 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 SELCO Foundation of any incident of breach or potential breach of this section.

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

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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.