



Terms of Reference (TOR) for Consultancy Services

Title	Call for Application Legal Consultant / Advisor to oversee and manage all legal registrations, statutory filings, tax-related registrations, and compliance requirements across our current offices and Future Offices
Timeline	One Year
Expected area of expertise	Professional Tax (PT) Registration (PAN INDIA), Statutory compliance, regulatory proceedings, draft legal documents, providing advice on legal matters, formulating company policies.
Apply Link	https://forms.gle/G627XK7XqR2g4ZJL9
Last Date for Apply	11th July 2026

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. Objective:

We are seeking an experienced Legal Consultant / Advisor to oversee and manage all legal registrations, statutory filings, tax-related registrations, and compliance requirements across our current offices and also future office wherever SELCO Foundation plans to open which will be located in multiple states of India. The project covers and will be responsible for ensuring that the organization operates in full compliance with applicable laws and regulations, minimizing legal and regulatory risks, and providing strategic legal guidance on corporate governance, contracts, and compliance matters.

2. Scope of Work

- Analyse legal problems and interpret laws and regulations
- Identify potential legal risks and develop strategies to mitigate these risks
- Ensure compliance with all legal regulations and obligations
- HR policy consultation
- Labour law updates
- Advisory support
- Prepare, review and edit legal documents and contracts

3. Roles and Responsibilities

- Manage and oversee all state-level registrations, licenses, and tax filings for the organization, Professional Tax (PT) Registration – Applicable Offices/States
- Ensure compliance with state, and local laws and regulations.
- Draft, review, and negotiate contracts, agreements, and legal documents.
- Advise management on legal risks, obligations, and potential liabilities, policies & procedures
- Represent the organization in legal proceedings, if necessary.
- Check and guide any New Labour Code alignment with policy and payroll
- Support internal teams during audits, inspections, inquiries, and regulatory proceedings.
- Maintain and update compliance trackers, legal records, licenses, and statutory documentation.
- Registering employee in EPF portal, uploading and generating monthly PF and ESIC challan, Assist with PF transfer and PF loans for PAN India employees

4. Selection Criteria:

The agency will be selected based on: (Below Table is only for E.g. You can create based on your project)

<i>Evaluation Component</i>	<i>Criteria Focus</i>	<i>Weighting (%)</i>
<i>1. Relevant Domain Expertise</i>	• <i>Experience in advising organizations with similar operating models (NGO / corporate / renewable energy / digital / manufacturing, etc.)</i> • <i>Expertise in applicable laws and regulations</i> • <i>Experience in multi-state or pan-India compliance</i> • <i>Capability in labour, corporate, tax, contracts, governance, and sector-specific regulations</i> • <i>Experience supporting audits and regulatory inspections</i>	25%
<i>2. Statutory Compliance Coverage</i>	• <i>Corporate and governance compliance</i> • <i>Labour law compliance</i> • <i>Contract and commercial compliance</i> • <i>Data privacy and digital compliance</i> • <i>Regulatory filings</i> • <i>Litigation management (if required)</i> •  <i>Compliance monitoring and advisory</i>	15%

4. Technical & Legal Capability of Team	• <i>Qualification of lead counsel</i> • <i>Dedicated engagement manager</i> • <i>Team structure and backup resources</i> • <i>Years of relevant experience</i> • <i>Escalation mechanism</i>	20%
5. Risk Management & Governance Approach	• <i>Compliance tracking methodology</i> • <i>Risk identification framework</i> • <i>Escalation process</i> • <i>Reporting governance</i> • <i>Preventive vs reactive approach</i>	20%
6. Commercial Model & Cost Efficiency	• <i>Retainer vs transaction model</i> • <i>Cost transparency</i> • <i>Out-of-scope mechanism</i> • <i>Value for money</i> • <i>Cost predictability</i>	20%
TOTAL		100%

5. Submission Requirements:

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

1. **Organizational/Individual Profile:** Overview of your team/experience.
2. **Proposed Approach:** A brief document outlining your understanding of the projects and approach options towards the same
3. **Relevant Portfolio:** Examples of previous work in the development sector, complex issue advocacy, or narrative design (especially for fellowships or systemic change initiatives).
4. **Financial Proposal:** Detailed quotation for the execution of the entire scope of work.

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.

6. 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.

7. 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.

8. 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.

9. 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/G627XK7XqR2g4ZJL9> on before 11/07/2026.

Any further queries please write to procurement@selcofoundation.org with a subject line: "Call for Application towards onboarding of Legal Consultant / Advisor to oversee and manage all legal registrations, statutory filings, tax-related registrations, and compliance requirements across our current offices"

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

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.

0. 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.

0. Patent, Copyright and other Proprietary Rights

- 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.

- . 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
- . 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.
- . 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.

0. 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.

0. 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,

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.

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.

0. 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.

0. Force Majeure:

- . *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
- . 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*.

- . 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.
- . 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.
- i. 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:

- . 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.