



Terms of Reference (TOR)

Onboarding Consultant for Design Thinking Workshops

Title	Consultant for Design Thinking Workshops in Karnataka, Odisha and North East
Timeline	6 Months
Expected area of expertise	Proven track record in design thinking workshops, Experience in conducting youth engagement workshops
Email and website	https://forms.gle/gSrD3YxWtsDtrAbi8 (Contact Procurement for Form Link)

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. Summary of the project:

SELCO Foundation's Tech incubation vertical aka 'CatalyseTech' aims to foster an enabling ecosystem for innovation driven entrepreneurship at the bottom of the pyramid, to encourage and ensure participation of underrepresented communities.

CatalyseTech initiative encourages engagement and cooperation between various stakeholders, including investors, policymakers, academic institutions, inventors, entrepreneurs and end user communities. The objective is to establish a resilient and inclusive ecosystem that fosters the development of grassroots innovations and aids in resolving regional livelihood, productivity and health challenges while also responding to global climate action (SDG13) efforts.

The Design Thinking workshops aims to empower enthusiastic young participants with the skills and mindset to serve as catalysts for positive change in underrepresented communities. By harnessing their creativity and problem-solving abilities, the workshops seeks to address grassroots-level challenges through innovative hardware solutions.

The workshops welcome individuals or groups of young changemakers from various universities across India. Participants should demonstrate a passion for creating positive change, curiosity, empathy, and a willingness to explore real-world problems through inclusive innovations.

The workshops will follow a design thinking approach, emphasizing empathy, ideation, prototyping, and testing. Participants will be guided through a series of hands-on workshops, exercises, and mentorship sessions to develop their problem-solving skills and innovative mindset.

We are seeking a skilled and dynamic Consultant/ Agency to lead design thinking workshops aimed at fostering inclusive innovation among youth and universities. The consultant will play a pivotal role in empowering participants to tackle real-world challenges through creative problem-solving and collaborative ideation.

“Organization may onboard multiple consultant/Agency for the specific project for specific region”

2. Goals

The goal of the Design Thinking workshop is to empower youth and universities students to foster inclusive innovation by providing engaging and interactive design thinking workshops.

3. Objectives

- To equip participants with the knowledge and skills necessary to apply design thinking methodologies in addressing real-world challenges.
- To cultivate a culture of empathy, creativity, and collaboration among participants, fostering inclusive innovation.
- To facilitate the development of hardware-based solutions to grassroots-level problem statements across various sectors.
- To inspire participants to become catalysts for positive social change within their communities and beyond.
- To inspire the youth to identify the problem statements of grass root level.

4. Scope of Work

- Develop **materials for design thinking workshops**, tailored to the specific needs and objectives of diverse youth and university students.
- Detailed plan outlining the structure, objectives, and activities for physical workshops.
- Workshop materials should be share to the organization for reviewing
- Calendar showcasing dates, times, and duration of each workshop session.
- **Lead engaging** and interactive workshops sessions, guiding participants through the design thinking process and fostering a culture of inclusive innovation.

- Provide **mentorship** and support to participants throughout the duration of the workshops, encouraging creativity, empathy, and critical thinking.
- Coordinate logistical aspects of the workshops, including scheduling, venue selection (if applicable), participant communication, and resource procurement.
- Evaluate participant progress and assess the effectiveness of the workshops through feedback surveys, qualitative assessments, and comprehensive evaluation reports. Provide recommendations for future iterations of the boot camps based on insights gathered.

5. Deliverables

SI No	Deliverables	Number of workshops to be conducted	Number of universities/Institutions to be covered
1	<ul style="list-style-type: none"> • Identified list of universities and colleges in Karnataka, Odisha and Northeast, categorized as per their focus areas (e.g., Agricultural universities, rural ITIs, IITs, Agricultural colleges, Engineering colleges) should be shared with Selco Foundation program team. 		
2	<ul style="list-style-type: none"> • Conduct physical workshops 3 in Karnataka and 2 physical workshops in Odisha and 1 workshop in Northeast • Engaging and interactive workshops sessions that inspire participants to embrace design thinking principles and apply them to real-world problems. • Outreach for Hackathon organized by the program team 	06	06
3	<ul style="list-style-type: none"> • Comprehensive evaluation report assessing hardware solutions or innovations generated during the design thinking boot camps. • Identification and selection of promising innovations to be forwarded to Selco Foundation's incubation team for further development. 		
4	Comprehensive reports documenting participant progress, outcomes, and recommendations for future iterations of the workshops. The reports should be shared with the Foundation for reviewing.		

6. Requirement:

- Proven track record in facilitating design thinking workshops, particularly with youth and universities.
- Proficiency in design thinking methodologies and familiarity with grassroots-level problem statements.
- Relevant educational background and certifications in design, innovation, or related fields.
- Strong communication skills to engage youth/students and facilitate discussions effectively.
- Ability to commit to conducting 6 workshops with flexibility in scheduling and travel.
- Experience in conducting youth engagement workshops

7. Timelines:

The consultant will be expected to conduct 6 design thinking workshops within 5 months.

8. Selection Criteria:

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

- Successful history of facilitating design thinking workshops, particularly with youth and universities.
- Relevant qualifications and certifications in design or innovation fields.
- Strong communication skills and ability to collaborate effectively with stakeholders.
- Clarity about the deliverables
- The financial proposal will be evaluated based on expertise, cost, lead-time and proposed payment terms.

9. Payment Terms:

Payment will occur upon completion of deliverables and submission of reports, based on Foundation Policy.

10. 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/gSrD3YxWtsDtrAbi8> on before 30th April 2024.

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Consultant for Design Thinking Workshops”** (Name of Project)

Refer Terms and Condition:

- 1. Sub-contracting:** In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors
- 2. Quality Assurance**
The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.
- 3. Financials & Reporting**
TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.
- 4. Indemnification**
Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.
- 5. Patent, Copyright and other Proprietary Rights**
 - (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
 - (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract

- (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

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

7. Observance of Law:

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

8. Termination:

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

9. Force Majeure:

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

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

11. Settlement of disputes:

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

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