



Terms of Reference (TOR)

Onboarding Architectural Consultancy Services for the Renovation of Livelihood Sites of Low-Income Group Entrepreneurs

Title	Architectural Consultancy Services for the Renovation work for 112 livelihood sites in Hubli-Dharwad and Raichur region at Karnataka
Timeline	Phase 1: Before 15 th December 2024 Phase 2: Before 15 th January 2025
Expected area of expertise	<ul style="list-style-type: none">• Building documentation, problem statement identification, experience in renovation projects.• Strong local connections with vendors and subcontractors• Experience in field of architectural design, Interior design, documentation, architecture research
Email and website	https://forms.gle/3aDocorLDRpa5u7b7 (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 link environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies where all communities have access to essential services. SELCO Foundation's Agri & Allied program focuses on empowering farmers and rural communities through sustainable agriculture practices, thereby creating an impact in terms of improved energy-efficient technology, increased crop yields, enhanced livelihoods, and reduced carbon footprint. To know more about SELCO Foundation, visit www.selcofoundation.org.

1. About Built Environment

The aim of the built environment program is to democratize access to design of livable habitats to address poverty and climate challenges in a climate-stressed world by integrating energy optimization through an ecosystem approach.

Underserved communities are usually at the receiving end of the worst impacts of climate change coupled with improper ventilation, natural lighting and thermal conditions; the cost of building resilience and comfort is generally high. The overall energy performance of built environments is influenced by people, units and climate. Hence, innovations need to

integrate energy optimization in the application of technologies and the environment of built spaces.

2. Summary of the project:

The cities of **Hubli-Dharwad and Raichur** are known for numerous small-scale entrepreneurs, many of whom work in makeshift and ad hoc environments that lack thoughtful design. These poorly planned workspaces hinder productivity, operational efficiency, and comfort. Existing livelihood sites—such as retail shops, food processing units, agro-processing setups, and animal husbandry facilities—face challenges related to inadequate natural ventilation, poor lighting, and low energy efficiency.

SELCO Foundation, committed to sustainable development and promoting renewable energy, has initiated a project to enhance the built environments of 112 entrepreneurial workspaces in these regions. The project emphasizes creating cost-effective, climate-responsive, and functional design solutions tailored to the needs of local entrepreneurs.

3. Goals and Objectives

Goal:

The project Goal to engage an architectural consultancy firm or individual architects to carry out detailed assessments, identify key challenges, and propose feasible design solutions for various livelihood sites. The allocated number of sites will depend on the consultant team's capacity.

Each site, ranging from 150 sq. ft. to 1,000 sq. ft., spans sectors like:

- **Retail and Services:** Provision stores, barber shops, vegetable stalls.
- **Food Processing:** Sweets, chips, roti-making units.
- **Agro-Processing:** Chilli pounding, flour milling, rice milling.
- **Animal Husbandry:** Dairy farms, goat farming, poultry facilities.

Objective:

The project focuses on improving:

- Thermal comfort.
- Natural ventilation and lighting.
- Space utilization and workflow efficiency.
- Hygiene and maintenance.

It encourages the integration of passive design strategies to demonstrate impact through design details, while active technologies may be suggested if appropriate.

4. Scope of Work - Key tasks for Phase 1

A. Site Assessments

1. **Qualitative Documentation:** Record visual observations, such as structural issues (e.g., wall cracks, soot marks from cooking, roof leaks, damaged window shutters), and examine livelihood-supporting machines and technologies.
2. **Quantitative Documentation:** Measure and draw existing layouts, noting current furniture, machine placements, expandable areas, and all site dimensions.
3. **Activity Mapping and Ergonomic Analysis:** Document workflows, movement patterns, and potential ergonomic improvements to boost comfort and productivity.
4. **Climate and Environmental Assessment:** Identify climate-related stresses, such as seasonal temperature variations, humidity, airflow obstructions, and water seepage.
5. **User Requirements:** Engage end-users to gather insights on operational challenges, seasonal needs, peak times, and long-term goals. The assessor should elicit information covering various time frames, including seasonal and peak business periods.

B. Addressing each site's specific needs

Develop a tailored scope of work as given below, that meets each site's specific needs (both essential and desirable), ensuring that proposed solutions are affordable and feasible within the project timeline. The proposal should align with the end-users' aspirations and daily workflow, making spaces both functional and personally relevant.

- **Workspace Organization:** Arranging the workspace to enhance efficiency, ensuring smooth circulation and ease of operation.
- **Furniture Design & Implementation:** Designing and installing worktables, workstations, storage shelves, and other essential furniture to support livelihood activities.
- **Electrical Work:** Rectifying hazardous or poorly executed electrical setups, such as exposed wiring.
- **Battery Storage:** Ensuring proper storage solutions for batteries and relocating them where necessary.
- **Painting:** Painting internal walls and ceilings where required.
- **Roofing:** Replacing asbestos or tin roof sheets, limited to workspaces not exceeding 250–300 sq. ft.
- **Ventilation:** Installing exhaust fans or turbo ventilators with minimal damage to the existing structure.
- **Roof Extensions:** Adding awnings or roof extensions wherever necessary.
- **Flooring:** Upgrading existing cement or red oxide flooring for workspaces not exceeding 200 sq. ft.
- **Wall Dado:** Providing wall dado where necessary.
- **Name Board:** Installing name boards as needed.

Please Note:

- Major civil works, such as breaking or constructing walls, new structure for roofs, extensive plastering painting or floor tiling, are not included in the scope.
- Renovation and upgradation are strictly limited to the workspace and exclude personal living spaces like living rooms, bedrooms, or toilets.

5. Scope of Work - Key tasks for Phase 2

C. Design strategies/proposal

- Provide accurate design strategies for the given scope of work in terms of measurements, material or product with justification on its impact.
- Develop adaptable solutions using locally available materials, ensuring affordability and compatibility with available labour skills.
- Develop 2D and 3D visualizations as needed, ensuring clarity for contractors and end-users. Use simplified drawings for straightforward renovations, minimizing unnecessary complexity.

D. Bill of Quantities (BOQ)

- Prepare a detailed BOQ for each site, listing all materials, labour, and estimated costs associated with the renovation work.

E. Implementation Plan

- Develop an implementation strategy that includes a phased approach for simultaneous or sequential site renovations, depending on the feasibility.
- Propose an efficient timeline, factoring in the estimated number of sites the firm can complete within the timeline.
- The consultant shall build an implementation team of contractors, masons, or maestro's with whom they have previously worked and trust to deliver quality craftsmanship.

F. Execution and monitoring

- Provide on-site supervision during the implementation phase to ensure that the work aligns with design specifications and quality standards.
- Ensure timely delivery by closely coordinating with contractors, SELCO Foundation, and the end-users.
- The consultant will ensure that selected contractors and workers maintain quality and reliability standards, overseeing their work to meet design specifications and the desired functional improvements.

G. Handover

- Conduct a final inspection upon completion of each site to confirm adherence to the design and functional requirements.
- Deliver each site with proper documentation, including an end-user manual for maintenance.

H. Detail Site Locations

Location	No of Sites
Hubli - Dharwad	53
Raichur	59
Total	112

Attached [Annexure 1](#) for details site locations

6. Deliverable

The deliverables for the partner Agencies/ Companies/ Organizations will be structured as a series of tasks. The deliverables are as follows:

Sl. No	Deliverables		Description
01	Phase 1 (Site Assessments)	<ul style="list-style-type: none">• Site Reports	<ul style="list-style-type: none">• Detailed reports outlining initial conditions, identified issues, and key considerations for each site's renovation.• Scope of work according to focus points given above and estimated cost for each site.
02	Phase 2 (Implementation)	<ul style="list-style-type: none">• Design Proposal and Finalized Scope	<ul style="list-style-type: none">• Comprehensive design proposals, including floor plans, sections, sketches, elevation drawings, and specific design solutions for each site.• A finalized scope of work detailing the renovation plan, highlighting key interventions and expected outcomes.
		<ul style="list-style-type: none">• Drawings and BOQ	<ul style="list-style-type: none">• Site-specific architectural working drawings, including layouts, sections, and any necessary technical details.• BOQ for each site, providing a breakdown of materials, labour, and associated costs.
		<ul style="list-style-type: none">• Gantt Chart and Project Timeline	<ul style="list-style-type: none">• A project timeline for each site, detailing each phase of the renovation work.

			<ul style="list-style-type: none"> • A Gantt chart that includes milestones, task dependencies, and timelines for completion.
		<ul style="list-style-type: none"> • Daily Site Reports 	<ul style="list-style-type: none"> • Regular progress reports documenting daily site activities, quality checks, and any encountered challenges or deviations.

Note:

1. Any **field visits** for primary data collection to be planned with the SELCO team. Travel costs will be associated with Agency based on the SELCO travel policy.
2. SELCO Foundation team should be involved and consulted in every stage of research and design development for better coordination and understanding of the context, process and outcome.

7. Requirements:

- Proven experience of 2-3 years in the field of architectural design, Interior design and multiple project execution at a time.
- Proven track record of successfully executing and monitoring renovation projects.
- Strong local connections with vendors and subcontractors, ensuring efficient procurement of materials and resources for the project. Ability to obtain samples and materials promptly from reliable sources.
- Portfolio showcasing previous work; Demonstrating ability to design functional and aesthetically pleasing workspaces
- Fluency in English and knowledge of other local languages
- Strong capacity to translate technical information into simple, clear, accessible content for various stakeholders such as end users, masons, contractors, NGOs etc
- Strong understanding of composition and color theory
- Those interested may apply with the following information:
 1. The candidate CV, Portfolio with evidence of relevant work experience and education
 2. Portfolio showcasing relevant work in design, visualization, productization / templatization, research
 3. Statement of Purpose mentioning the motivation for applying and how the opportunity aligns with their goals
 4. Financial quote with costs against the deliverables. More detail and relevant

8. Selection Criteria:

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

- All relevant files, including editable versions of the deliverables, need to be provided by the Agency.

- The proposals submitted by the prospective Consultant / Agency will be evaluated and examined by an expert in-house committee. The final selection will rest with the competent authority of the SELCO Foundation.
- Eligible Interested Consultant / Agency are requested to submit their Expression of Interest (EOI) with all supporting documents as indicated in eligibility criteria.
- Consultant / Agency having good domain knowledge on drafting, 3D modelling, visual graphics, visualization, productization/ templatization, research and writing.
- The financial proposal will be evaluated based on expertise, cost, lead-time and proposed payment terms.

9. Timelines: All 112 sites to be completed and handed over by the given date.

The Consultant will be Onboarded for this project period of **02 months**, during which the Consultant is required to complete and deliver all the assigned tasks.

Deadline for Phase 1: December 15, 2024

Deadline for Phase 2: January 15, 2025

10. Award and Split: Since the project is time based, Selco Foundation may award zone wise work or Split Zone between 2 vendors to ensure completion before Mid of January 2025.

11. Financial Proposal:

Sample Format for Submit Financial proposal: Assessment:

Site Location	Beneficiary Name	Assessment Cost	Post Rectification Cost
			This can be given after assessment

Note:

- Please provide a break-up of the costs for each service provided.
- Kindly mention your name, address, contact information along with correct bank details and signature in the agreement quotation.
- Please note that the prices quoted by the consultant are firm, final, and binding and not subject to variation on any account.

12. Payment Terms:

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

Agency are invited to submit a quotation against the deliverables.:

13. Terms and conditions

1. The designs should consider the most economical options for good quality materials and final products.
2. The quotation is inclusive of all necessary taxes and costs applicable.
3. Other than the proposed amount, no additional amounts will be paid as overheads for rent, fuel, phone charges, etc.
4. All materials and workmanship shall be the best of the respective kind. The decision of the SELCO Foundation regarding the rates, quantity, and sufficiency of materials will be final and binding.
5. All relevant files, including *editable versions of the deliverables*, need to be provided by the consultant. SELCO Foundation has the right to use the materials as per needs.
6. Deliverables need to be submitted as per the given timeline or before the expected date.

14. To apply

Interested individuals, with relevant experience (please include portfolio and links of relevant work) are requested to reach out with a Statement of Purpose giving a brief on how the opportunity aligns with their goals, including budgets (with break-ups and explanation), timelines and milestones and submit the same to the google form <https://forms.gle/3aDocorLDRpa5u7b7> on **before 02nd December, 2024**.

Any further queries please write to procurement@selcofoundation.org with a subject line: **Onboarding Consultant Agency for “Architectural Services for the Renovation of 112 Livelihood Sites of Low-Income Group Entrepreneurs ”**

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

Refer Terms and Condition:

1. **Sub-contracting:** In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors

2. Quality Assurance

The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.

3. Financials & Reporting

TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

4. Indemnification

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret 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.