

Terms of Reference (TOR)

Onboarding Consultant for "Development of Design templates & guidelines for energy efficient built environments"

Title	Onboarding Consultant for - "Development of Design templates & guidelines for energy efficient built environments".	
Timeline	03 Months	
Expected area of expertise	 Designer, preferably within the architectural/ product design background Experience in drafting, 3D modelling, visual graphics writing, documentation, architecture research 	
Email and website	https://forms.gle/LaBhB428UmVn8paC9 (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:

Built environments are often designed and developed organically or customized to fit the needs of the end user and context. Energy efficient and climate adaptive built environment solutions cannot be replicated and scaled if it requires technical customization. At the same time, a rigid solution can also reduce the willingness and applicability of these solutions in different contexts with different end users. This highlights a need for certain extent of standardization/ templatization / productization of these solutions (whichever applicable). Standardizing and templatizing building design is both an intriguing and challenging task. However, it is essential to enhance the replicability, flexibility, and adoption of energy-efficient and climate-adaptive solutions.

SELCO Foundation has been working with communities in low resource settings to develop built environment solutions catering to the local needs, climate and aspirations. The energy efficient and climate adaptive built environment solutions developed for various livelihoods, and other sectors like healthcare, housing etc. need to be open sourced for communities and other stakeholders to access and utilize. These solution templates need to be developed from the existing portfolio of solutions that are developed by the built environment team.

We are seeking to onboard an individual consultant to conceptualise and develop functional, replicable design templates & guidelines to open source.

3. Goals and Objectives

Goal

To document and develop design templates and guidelines for an open-source platform focused at improving access to architectural design solutions

Objective

- 1. To develop benchmarked / templatized packaged architectural design solutions to be catalogued and open sourced
- 2. To efficiently document and categorize architectural/ Built environment design solutions based on application, usability, implementation and cost benchmarks
- 3. To conduct thorough secondary and primary research to support the building design strategies and application
- To develop comprehensive guidelines for designing and implementing architectural/built environment solutions in different climate, function and end user contexts.
- 5. To develop an open-source platform to outreach and disseminate the design solutions developed to be accessed and utilized by implementers, end users and other stakeholders.

4. Scope of Work and Key tasks

A. Primary & Secondary Research:

- 1. Conduct thorough secondary and primary research wherever required on:
 - a. Spatial standards/ Area standards
 - b. Optimal Indoor Environment Quality (IEQ) parameters for various functional spaces and climate
 - c. Climate adaptive design strategies for different climate typologies in India
 - d. Energy efficient building design strategies
 - e. Disaster resilient design strategies for areas prone to disasters
 - f. Design features for universal accessibility and inclusivity
 - g. Material market research
 - 2. Conduct relevant secondary research on open-source platforms available in the architecture/ built environment space to identify opportunities and potential for collaboration
 - 3. Conduct stakeholder discussions to understand the requirements and feedback from the ground to strengthen the template development

B. Guideline Development:

Based on the learnings from secondary and primary research, develop comprehensive guidelines for:

- a. Different climate typologies
- b. Implementation & monitoring

C. Design Template Development:

- 1. Templatize design from existing portfolio to allow replication and cataloguing. The templates to include:
 - a. Materials options
 - b. Size options
 - c. Layout options
 - d. Supporting guidelines
- 2. Creating modular components and cleaning up existing designs in AutoCAD (2D) and SketchUp (3D) software: Drafting, detailing and 3D modeling and rendering of template designs architectural drawings, schematic drawings, furniture detail drawings, 3D Model of material samples, building designs, furniture, etc.
- 3. Developing electrical layouts for necessary design templates applying energy efficient lighting and ventilation planning strategies

- 4. Develop schematic sketches that convey various design strategies and recommendations
- 5. Develop template specific design and implementation guidelines to be included as notes in the open-source platform

D. Concept note for an Open-source platform/ document:

- 1. Conduct research (secondary and primary whichever applicable) on open-source platforms and medium for design and implementation available. Identify and collate information on:
 - a. Type of content
 - b. Content visualization formats
 - c. Pros and Cons
 - d. Utilization trends for the open source
- 2. Develop a concept note to create an open-source document/ platform for climate adaptive and energy efficient built environment strategies and solutions.

5. Deliverable

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

SI. No	Deliverables	Description	No of
			Document
01	Research documents (PPT/ Report)	Primary & Secondary Research Includes (not limited to): 1. Design research on area standards, design strategies, etc.,	6 no's
		2. Material research3. IEQ parametersTo support the design templates and guidelines	
02	Design templates	Design templates for 6 different livelihoods/ spaces which includes (not limited to): 1. Materials options 2. Size options 3. Layout options 4. Supporting drawings and guidelines Note: This will include all drawings and 3D modelling	6 no's
03	2 Guideline documents	 Design Strategies for different climate typologies General Implementation & monitoring guidelines 	2 no's

04	Concept note	Concept note document for 'Open-Source Platform/	1 no
	document	catalogue' based on relevant research highlighting:	
		1. Type of content	
		2. Content visualization formats	
		3. Themes	
	Estimated	3 Months	
	comprehensiv		
	e timelines		

Note:

- 1. The consultant is required to **work full-time for 3 months** from SELCO Foundation Office at Bangalore
- 2. Any **field visits** for primary data collection to be planned with the SELCO team. Travel costs will be covered by SELCO based on the travel policy.
- 3. 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.

6. Requirements:

- Individual applicant
- Bachelor's degree in Product Design, Architecture, Interior Design, furniture design or similar
- Proven experience of 2-3 years as a designer, preferably within the architectural/ design or social development sector
- Relevant experience in drafting, 3D modelling, templatizing, visual graphics and writing
- Adept at AutoCAD software, Sketchup or any 3D modelling software, Photoshop/Canva/Illustrator or equivalent and MS Office
- 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 details can be found under Section 9.b

7. 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 Consultant.
- The proposals submitted by the prospective **individuals** 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 individuals are requested to submit their Expression of Interest (EOI) with all supporting documents as indicated in eligibility criteria.
- Kindly mention your name, address, contact information along with correct bank details and signature in the proposal and quotation.
- The Individual Consultant should have experience handling similar projects, assignments, contracts & challenges.
- Consultant 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.

8. Timelines:

The Consultant will be Onboarded for this project period of **03** months, during which the Consultant is required to complete and deliver all the assigned tasks. The period mentioned is subject to changes based on the project's complexity and scope of the work.

9. Financial Proposal:

a. The financial quote should include costs for the 4 types of Deliverables:

Types	Deliverable	Timeline	Total numbers
Deliverable Type 1	2 Research documents	1 Month	6
Deliverable Type 2	2 Templates	1 Month	6
Deliverable Type 3	1 Guideline document	One & half months	2
Deliverable Type 4	Concept note presentation	2 Months	1

Note:

- 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.

b. Sample Format for Submit Financial proposal:

	Financial Proposal Breakup			
S.No	Budget Specific as per Deliverables	No of Document	Unit Cost	Total Cost
1	Research Documents (PPT/ Report) in 3 Months	6		
2	Guideline document (PPT/ Report) in 2 Months	2		
3	Design Template Development (PPT/ Report) in 3 Months	6		
4	Concept note document & presentation (PPT) in 2 Months	1		
5	Tax (if Applicable)			
	Total			

10. Payment Terms:

The consultancy fee would be paid against the deliverables submitted. There will be 3 total payment instalments as follows:

First payment installment	Invoice to be submitted based on number of deliverables achieved 30 working days after signing of the contract
Second payment installment	Invoice to be submitted based on number of deliverables achieved 60 working days after signing of the contract
Third payment installment	Invoice to be submitted based on number of deliverables achieved 90 working days after signing of the contract

Note:

- Deliverable based payment release.
- The quotation is inclusive of all necessary taxes and applicable costs.
- Other than the proposed amount, no additional amounts will be paid for fuel, phone charges, etc.
- Deliverables need to be submitted as per the given timeline or before the expected date.
- Consultancy fees must showcase all inclusions and exclusions.

11.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/LaBhB428UmVn8paC9 on **before 17th November**, **2024**.

Any further queries please write to procurement@selcofoundation.org with a subject line: Onboarding Consultant for "Development of Design templates & guidelines for energy efficient built environments"

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.