



## Terms of Reference (TOR)

ToR- Training Module for Financial institutions on Cold storages and Toolkit for Cold storage.

<b>Title</b>	<b>Training Module for Financial institutions on Cold storages and Toolkit for Cold storage assessment.</b>
<b>Timeline</b>	<b>03 months</b>
<b>Expected area of expertise</b>	<b>Agri Business /Agri Financing/ Agri Infrastructure</b>
<b>Apply Link</b>	<a href="https://forms.gle/1tDJ4Vvsc2PB825EA">https://forms.gle/1tDJ4Vvsc2PB825EA</a> (Contact Procurement for Form Link)
<b>Email and website</b>	<a href="https://selcofoundation.org/">https://selcofoundation.org/</a> / <a href="mailto:procurement@selcofoundation.org">procurement@selcofoundation.org</a>

### 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/>)

### Summary of the project:

In India, post-harvest losses amount to INR 1,52,970 Crores annually, highlighting the need for effective solutions. Reducing these losses is vital for improving food security, enhancing farmers' incomes, and reducing environmental waste. Cooling infrastructure, such as cold storage, plays a crucial role in extending the shelf life of perishable crops and preventing spoilage. By implementing efficient cooling systems at the farm gate, farmers can maintain the freshness of their produce, reduce waste, and

ensure that their crops reach the market in optimal condition, ultimately enabling them to secure better prices for their harvest.

Recognizing the challenges posed by post-harvest losses, which have significant environmental and economic consequences, the SELCO Foundation emphasizes the importance of cooling infrastructure at the farm gate level. To help tackle key issues such as the perishability of produce and price fluctuations, SELCO Foundation supported the installation of solar-powered cold storage systems across 15 states. This initiative is designed to help farmers preserve the quality of their crops and reduce losses.

Farmers, especially small-scale ones, often struggle to afford cold chain networks and post-harvest equipment due to high initial capital costs and limited access to financing. Establishing infrastructure like cold storages and post-harvest machinery requires significant investment, which many farmers cannot afford without external support. Additionally, many lack access to affordable credit, making it difficult to invest in such high-cost systems. Without sufficient government support the high costs and risks associated with cold chain and post-harvest equipment remain a significant challenge for farmers.

This proposal intends to develop business models for the listed types and all other documents a banker needs (Ex: Financial projection, project feasibility, sustainability and impact, loan repayment capacity etc).

The proposal also intends to develop a tool kit to assess the performance of cold storages both existing and new ones.

- a. Existing cold storage: Developing a toolkit for evaluating the existing cold storage performance.
- b. New Cold storage: Developing a toolkit to assess the new cold storage proposal, need to evaluate the end user readiness, location factors, market linkage aspects etc.

In addition to this, it also seeks for developing a training module for cold storage utilization enhancement: This intends to change the operational framework of existing cold storages by replicating the successful business models.

The program proposes to develop documents that creates confidence among the financial institutions to support for the adoption of post-harvest infrastructure, develop a tool kit to assess the performance of existing cold storages and assess the new proposals. Also, the proposal expects to develop a training module for enhancing cold storage utilization, it involves changing the framework in the sites to make the existing cold storage is viable by replicating the successful models.

To further engage stakeholders and ensure effective collaboration, SELCO Foundation is in the process of onboarding a consultant for the “Developing business models and related documents for Financial institutions and training modules for enhancing the cold storage utilization and a Toolkit for Cold storage assessment”.

## Goals and Objectives:

The program seeks to develop business models for the listed types and the related documents for financial institutions which shows financial feasibility for support for the adoption of such technologies for farmers, develop a toolkit for assessing the performance of existing cold storages and evaluate the new proposals also intends to develop a training module for enhancing cold storage utilization, it involves changing the framework in the sites to make the existing cold storage is viable by replicating the successful models.

## Scope of Work

Cold storages were implemented with various partners and various ownership models like few are with individual farmers, FPO's, FPC's, FIG's, SHG's etc. This activity is to make financial institutions to come forward to provide financial assistance. It includes to understand the financial institutions requirement to fund for the technology. Based on their requirement these training modules are developed. The tool kit is a comprehensive method to access and evaluate the cold storage Business model. The third module of training will be for the framework the change should bring in the sites to make the existing cold storage is viable.

This activity involves conducting a detailed analysis of the site and identifying the bottlenecks, reasons for underperformance etc develop a detailed strategy (unique to each site) for enhancing utilization by considering the ownership model, develop training content / tool kit with detailed assessment and provide training on both tech and non tech aspects to the end users or the groups concerned.

## Details are as follows:

Sl.No	Activity planned	Details	Expected deliverables
1.	Training Module on Various Business models of cold storages.	<ul style="list-style-type: none"><li>The Business models are evolved based on the kind of Business operations</li><li>Trade<ol style="list-style-type: none"><li>1)Under trade model Farmgate with High value commodities</li><li>2)Farm gate with medium price commodities</li><li>3) Terminal Market Model</li><li>4) Processed commodities</li><li>5)70% Trader Model +30% Service Model</li></ol></li></ul>	<b>Under Trader Model</b> <ol style="list-style-type: none"><li>1) High Value commodities –<ol style="list-style-type: none"><li>a) Straw berry cold storage- Maharashtra</li><li>b) Dragon fruit -Maharashtra</li><li>c) Jack fruit – Maharashtra</li><li>d) Apple -Himachal Pradesh</li></ol></li><li>2) Medium Value commodities<ol style="list-style-type: none"><li>a) Lemon Value chain- Palandu FPO, Kattangur FPCL.</li><li>b) Red chili cold storage - Karnataka.</li></ol></li></ol>

		<ul style="list-style-type: none"> <li>• Service Model</li> <li>• Trader cum Service Model</li> </ul>	<p>3) Service Model</p> <p>a) Dharwad</p> <p>b) Community service Model- Bhugan- Maharashtra</p> <p>4) Processed</p> <p>a) Rathnamma site - Karnataka</p> <p>b) Custard Apple -MP</p> <p>5) 70% Trader Model - Ram nagar cold storage</p> <p><b>Note:</b> Each model with 2-page document on financials of Business, the documents should contain all details as per requirement of Bankers.</p>
2	Tool Kit	<ul style="list-style-type: none"> <li>• A comprehensive Tool Kit to Evaluate and assess the existing cold storages performance</li> <li>• A tool kit to access the new cold storages proposal</li> </ul>	<p><b>Deliverables;</b></p> <p>Tool kit based on factors like End user readiness, end user business model, commodity connect, Market linkage, financial strength, Other parameter if any.</p> <p><b>Note:</b> Deliverable - Toolkit</p>
3.	Training Module on Cold storage Utilization enhancement	Training module on changing the Operational framework and replacing and replicating the successful models	<ul style="list-style-type: none"> <li>• Focusing to change the Business models.</li> <li>• Stakeholder identification</li> <li>• Replicating successful models</li> <li>• Deliverable –and crisp - Training module</li> </ul>

**Deliverables:**

1. Requirement of Bankers to finance the cold storage, case wise (listed as above) Business models designed as per Banker's requirement.
2. Tool kit to evaluate the existing cold storage and tool kit to access the new proposals.
3. Tool kit – Crisp Training modules with designer friendly for changing the operational framework of the existing cold storages.

**Requirement:**

- Agencies/ Individual with experience in Training Module Development.
- Technical knowledge and familiarity with Agri-Business and Agri Logistics etc.
- Exceptional communication skills, both written and verbal
- **Should be creative and have trouble shooting Abilities**

**Timelines:**

SL No	Activities/Sub Activities	Timeline
1	Submission of Detailed Work Plan	<b>3 days after signing the contract</b>
2	<b>Training Module</b> – Case wise	<b>25th January 2025</b>
3	<b>Tool Kit</b> - existing cold storages and access new cold storage	<b>20th February 2025</b>
3	<b>Tool kit</b> - Crisp Training module to for utilising the cold storages	<b>25th March 2025</b>

**Selection Criteria:**

- Demonstrated experience in developing training modules.
- A clear and comprehensive proposal that outlines the approach, methodology and deliverables for each module.
- Ability to bring innovative and effective approaches to training module development, ensuring engagement and knowledge retention.
- Provide references from previous clients or partners, along with testimonials that speak to the quality and impact of the training modules developed.

**Payment Terms:**

Disbursement	Milestone
<b>40%</b>	<b>Against Signing of contract</b>
<b>30%</b>	<b>1<sup>st</sup> Deliverable – List of business models</b>
<b>30%</b>	<b>After completion of Tool kit and crisp Training modules</b>

### **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/1tDJ4Vvsc2PB825EA> on **before 02<sup>nd</sup> January, 2025**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **“Training Module for Financial institutions on Cold storages and Toolkit for Cold storage”**

**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.