



## Terms of Reference (TOR)

### ToR for Empanelment of Consultant for “Model making of Livelihood spaces” for Year 2024-2025

<b>Title</b>	<b>Empanelment of Consultant for “Model making of Livelihood spaces” for Year 2024-2025</b>
<b>Timeline</b>	<b>08 Weeks</b>
<b>Expected area of expertise</b>	<ul style="list-style-type: none"><li>• Knowledge in making Miniature model, hands-on experience</li><li>• Understanding of Scale, Proportions and Materials</li><li>• Technical knowledge in Cutting, Shaping, measuring and Sculpting</li><li>• Experience in Structuring and Designing</li></ul>
<b>Email and website</b>	<a href="https://forms.gle/tUXcLxgdW6sA63Pu9">https://forms.gle/tUXcLxgdW6sA63Pu9</a> (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](http://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:

Miniature models of developed solutions are an attractive, engaging and effective means to showcase the solutions among community members, partners, government officials and other stakeholders. It helps in visualizing the solution, thus building interest among them.

We are seeking to onboard a consultant / Agency to develop miniature model of livelihood, built environment solutions.

## 3. Goals and Objectives

### Goal

To develop 1:20 to 1:30 scale realistic models of modular units under 400sqft (per unit), equipped with interiors, material and texture representations. The model should accurately represent the structure, equipment, and layout of an actual unit constructed. The model should be easy to transport, durable, and visually appealing for exhibition and outreach purposes.

### Objective

1. To develop 4 sets of demonstrative models for awareness campaigns, exhibitions and other outreach activities
2. To showcase modularity of built environment solution templates through miniature models
3. To demonstrate realistic building material and other detail representations

## 4. Scope of Work and Key tasks

**The Consultant / Agency will be responsible for Delivering a high-quality, visually appealing model.:**

S. No	Model	Area of the design	Scale	Interior components	Exterior components	Type of Model	No. Of parts
1	Salon	330 sqft.	1:25	Salon chair, bill desk, salon mirror counter. Etc.	Solar panels	Modular	5 modules without roof 1 Roof 1 Base
2	Roadside retail shed	64 sqft.	1:20	Sample insulation materials for reference (walls/ roof), Printer shop	Solar panel	Full shed	1 full layout model with base  1 detachable roof
3	Dairy shed templates	120 sqft x 2no.s 150 sqft	1:25	Fans, Fogger system, milking line, pressure washer, cows	Solar panel	Sectional	4 modules with attached roof and labelled

		62sqft.					vertical board
4	Khowa (sweet) processing unit	375sqft.	1:30	Khowa making machines, chimneys, ventilator with exhaust fans	Cob storage unit, drying rack, Solar	Assembly-Disassembly type	1 full layout model with base  1 detachable roof

**Type of Model and Aesthetics:**

**A. Realistic models of varying scales (1:20, 1:25, 1:30)** according to the design given by SELCO Foundation which includes:

- a. Building’s external features: facade, roof, and immediate landscaping.
- b. Detailed elements like windows, doors, and surface textures.
- c. Interior spaces of a building - room layouts, furniture arrangements, and finishes
- d. Individual pieces of furniture – Salon chair/ bill desk/ salon mirror counter/ khowa making machine/fogger systems Etc.
- e. Realistic textures, wall papers, colours, and finishes to give a true sense of the final product.

**B. Build of the Model:**

Making the model modular/ sectional as specified in the table and allowing assembly-disassembly into multiple parts

**C. Type of model making: 1 of the 2 methods can be considered**

- a. Using Lazer cutting method for Sun board and MDF as primary materials, manual cutting wherever required and final assembly

**OR**

- b. Using 3D Printing method with manual finishing and assembly work wherever required

**D. Reference**

[Drive link](#) with details of the building

[Sample Images](#)

**5. Deliverable**

The deliverables for the Agencies/ Companies/ Organizations will be structured 4 No’s of realistic model of modular units under 400sqft (per unit) that can be disassembled

The deliverables are as follows:

No of Sets	Model Deliverables	Description	No of units
Set 01	Model 1 : Salon	1:25 scale realistic, modular salon workspace of 320sqft area with all interior elements including material finishes and textures.	1
	Model 2 : Roadside retail shop	1:20 scale realistic, modular retail unit of 64 sqft. With sample materials for reference	1
Set 02	Model 3 : Dairy	1:25 scale realistic modular units	4
	Model 4 : Khowa processing units	1:30 scale realistic modular khowa making workspaces unit of 375 sqft. area	1

**Note:**

1. The Consultant will adhere to all applicable safety and environmental regulations.
2. The model remains the property of SELCO Foundation upon completion.
3. Any intellectual property rights related to the model belong to SELCO Foundation.

**6. Additional Considerations**

- Outline any desired features or functionalities for the model (e.g., lighting, interactive elements).
- Clearly define the level of detail expected for the model (e.g., machine components, interior layout).
- Discuss potential challenges and mitigation strategies (e.g., material availability, production complexities).
- Include provisions for model maintenance and storage.

**7. Requirements:**

- The Consultant must have knowledge in model making details and should be professionally involved in the skill.
- Proven experience of 2-3 years as a designer, preferably Model making in the architectural/ design or social development sector
- Relevant experience in drafting, 3D printing, Laser Cutting and Model making
- 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 understanding of composition of art creation and designing

## 8. Selection Criteria:

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

- The Consultant should have experience handling similar projects, assignments, contracts & challenges.
- The Consultant should have good domain knowledge in model making will be a key factor in the selection process.
- A clear understanding of the project requirement is essential for the selection.
- The quality of previous work will be major criteria of evaluation it will be measure their capabilities.
- All relevant files, including editable versions of the deliverables, need to be provided by the Consultant.
- The financial proposal will be evaluated based on expertise, cost, lead-time and proposed payment terms.

## 9. Timelines:

The Consultant / Agency will be Onboarded for this project period of **08 Weeks**, during this period the Consultant / Agency is required to complete the deliverables of all the assigned tasks. The period mentioned is subject to changes based on the project's complexity and scope of the work.

Sets	Items	Timeline
Set I	Model 1 & 2: 1. Roadside retail shed 2. Salon	4 Weeks
Set II	Model 3 & 4: 1. Dairy 2. Khowa processing units	4 Weeks

## 10. Financial Proposal:

- The quotation is inclusive of all necessary taxes and applicable costs.
- Consultancy fees must showcase all inclusions and exclusions.
- A detailed breakdown of costs for materials, labor, and other expenses.
- Total project cost for each model
- Kindly mention your name, address, Tax details, 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.

### Submit Financial proposal with Options:

1. Option 1: Sun Board
2. Option 2: MDF Board
3. Others...

Financial Proposal Breakup						
S.No	Budget Specific as per Deliverables	Type of Material Sun board / MDF etc.	Unit Cost per Sqft	Total Sqft	No of Units	Total Cost
1	Model 1 : Salon			330	1	
2	Model 2 : Roadside retail shop			64	1	
3	Model 3 : Dairy			452	4	
4	Model 4 : Khowa processing units			375	1	
5	Tax (if Applicable)					
	<b>Total</b>					

### 11. Payment Terms:

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

<b>First payment installment - 40%</b>	Advance payment upon signing of the contract
<b>Second payment installment - 30%</b>	Upon submission of Set 1 Models (2 models)
<b>Third payment installment - 30%</b>	Upon submission of Set 2 Models (2 models)

### Note:

- Deliverable based payment release.
- 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.

## 12. 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/tUXcLxgdW6sA63Pu9> on **before 22<sup>nd</sup> December, 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **“Empanelment of Consultant for “Model making of Livelihood spaces” for Year 2024-2025”**

**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.