



Terms of Reference (TOR)

TOR for “Renovation of Office Basement to Accommodate Workstations and Meeting Rooms”

Title	Renovation of Office Basement to Accommodate Workstations and Meeting Rooms in Karnataka Bangalore
Timeline	01 Months (30 th April, 2025)
Expected area of expertise	<ul style="list-style-type: none">• Expertise in interior renovations, partitioning, and space planning• Experience in improving natural lighting, ventilation, and ducting systems• Skilled in electrical rewiring and installation of fittings• Ability to work with strict timelines and ensure quality execution
Apply Google Link	https://forms.gle/dUCjoGAf6T2isfP18
Last Date for Apply	16th March, 2025

➤ **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.

➤ **Objective of the TOR:**

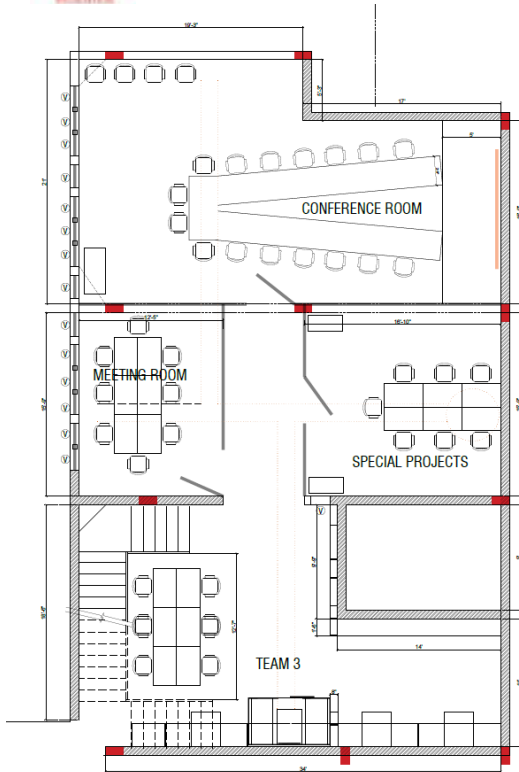
The objective of this TOR is to define the scope, requirements, and deliverables for the renovation of the office basement. This includes creating a conducive work environment by establishing 35-40 workstations, improving meeting room configurations, enhancing natural lighting and ventilation, and upgrading electrical systems.

➤ **Scope of Work**

➤ **Dismantling Internal Partition Walls:**



- a) Removal of existing internal partition walls in the basement to establish 35-40 workstations.
- b) Ensuring proper use of space to facilitate efficient workstation arrangements and ease of movement.
- **Boardroom Renovation:**
 - a) Redesigning the existing basement boardroom to accommodate 2-3 new meeting rooms for 6-8 persons.
 - b) The design should ensure a flexible layout that allows for combining the rooms into one meeting space
- **Natural Lighting and Ventilation Improvement:**
 - a) Enhancing natural lighting and ensuring proper natural ventilation.
 - b) Replacing existing ventilators and windows as necessary. (ex. Installing mirror periscopes to improve light distribution and fresh air ducting for air circulation)
- **Electrical and Fitting Work:**
 - a) Complete rewiring of the basement area to support the new workstations, meeting rooms, and lighting/ ducting requirements.
 - b) Installation of new electrical fittings, including power outlets, lighting systems, and data/communication ports as required.
 - c) Compliance with safety standards and ensuring energy efficiency in all electrical work.
- **Location: SELCO Foundation, #690, 15th Cross, 2nd Phase, 100 Ft Road, JP Nagar, Bengaluru - 560078**
- **Current Basement Floor plan**



➤ **Design Brief:**

The renovation should create an open and flexible workspace with the following priorities:

- **Maximize space utilization** to create 35-40 functional workstations.
- **Effective partitioning** to form new meeting rooms from the existing boardroom area, ensuring privacy and acoustics.
- **Enhancing natural light and ventilation** through strategic windows, ventilator placements and the addition of mirror periscopes.
- **Electrical work** should be seamless, safe, and in compliance with the latest standards, with proper placement of power outlets and fittings.

➤ **Site Description:**

The renovation will take place in the basement area of the existing B+G+2 office building. The basement is currently underutilized and will undergo modifications to create a more productive work environment.

Deliverables:

- Detailed **Renovation Design Plan**, including space layouts for workstations and meeting rooms.
- **Architectural drawings** for demolition, partitioning, and new layouts.



- Updated **electrical schematics** to reflect rewiring and new fittings (the basement may be prone to water seepage and the same needs to be considered during planning of electrical work).
- **Material specification** and **cost estimation** for all work.
- Implementation of the designs and **Handover of renovated basement**, ensuring that all workstations, meeting rooms, lighting, ventilation, and electrical systems are fully operational.

➤ **Selection Criteria**

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

- Proven experience in **office renovations** and **space optimization**.
- Expertise in **improving natural lighting** and ventilation in underground or basement environments.
- **Cost-effectiveness** and adherence to budget and timelines.
- **Quality of design plans**, proposals, and execution.
- Ability to ensure **minimal disruption** to the workspace during renovations.
- **Compliance** with safety regulations, electrical codes, and industry standards.

➤ **Terms and Conditions:**

- All designs should prioritize **cost-effective** yet high-quality materials.
- The **quotation** must include all relevant taxes, labor costs, and any other applicable charges.
- No **overheads** (rent, fuel, phone charges, etc.) beyond the agreed contract amount will be reimbursed.
- All materials and workmanship should be of the **best quality**, and the final decision on quantities and suitability will be **binding**.
- **Editable files** of all deliverables (including design plans and drawings) must be submitted.
- All deliverables are to be provided **on or before** the agreed timeline.
- The contractor should submit a **work completion report** along with the **invoice** at the end of each stage of the renovation.

Application Instructions:

Interested contractors/individuals with relevant experience are invited to submit a **Statement of Purpose** which includes:



- Overview of how the renovation aligns with their expertise.
- Proposed **budget**, including a breakdown of costs for each component of the work.
- **Timelines** and milestones for the completion of the renovation.
- Portfolio or **examples of previous similar projects**.

➤ **Payment Terms:**

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

➤ **Timeline:**

01 month from the date of Agreement.

➤ **Financial proposal**

Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

- Renovation and Design Plan
- Architectural Drawings
- Electrical Schematics
- BOQ and Implementation Approval
- Completion and Handover

➤ **To apply**

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/tvTqaogzogPX829d8> on before **16th March, 2025**.

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Renovation of Office Basement to Accommodate Workstations and Meeting Rooms”** (Name of Project)

Applications will be processed 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.

12. Compliance with Anti-bribery Laws:

Vendor and each of its directors, officers, employees, agents or other (collectively referred to as "Vendor") represent and warrant that it shall not either directly or on behalf of SELCO Foundation give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an Intent to influence any act or decision in his or her official capacity Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official 's influence improperly to affect or influence an act or decision.

The Vendor shall not provide any offering, promising, giving or receive, solicit or accept a financial or other advantage, or any other thing of value, with the intention of influencing or rewarding the behaviour of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.

Vendor understands and acknowledges that any non- adherence to the warranty as stated herein above will be violation of the provisions of the Indian Prevention of Corruption Act,1988 and other applicable laws and legislations ("Anti-bribery Laws").

In addition, Vendor agrees to promptly report to SELCO Foundation of any incident of breach or potential breach of this section.

13 Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH):

The Vendor shall agree to 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.