Terms of Reference (TOR)

Validating Evidence on Post Occupancy Evaluation Study - Backyard Poultry Coops in Karnataka

<table>
<thead>
<tr>
<th>Title</th>
<th>Post Occupancy Evaluation study – Backyard Poultry</th>
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</table>
| Timeline | 01 Month  
(Duration in Month and Days) |
| Email and website | https://forms.gle/KV8cRQd4nrvvr4M1A  
(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 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/)

1. Summary of the project:

The aim of the built environment program is to democratize access to design of liveable 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.

Over the past four decades, India’s poultry production has transformed significantly, shifting from unscientific methods to a commercial system with advanced technology. The organized sector now contributes about 75% of total meat and egg production, while the unorganized sector makes up the remaining 25%. In India, nearly 70% of rural and landless households engage in backyard or homestead poultry farming, offering a valuable source of supplemental income. This practice requires minimal investment while yielding significant economic returns.
Notably, 84% of birds in the backyard production system in India belong to desi/indigenous breeds, playing a vital role in providing supplementary income to rural households. Various factors, including climate, infrastructure, rearing techniques, financial constraints, and the quality of existing coop environments, significantly influence the success of these backyard poultry ventures.

The conditions in which backyard poultry are housed significantly impact livestock health, overall well-being, and egg and meat production. Despite being overlooked by small-scale farmers, investing in a conducive built environment for poultry is crucial for sustaining their welfare and enhancing productivity. At SELCO, our primary focus is to improve the built environment's positive influence on the health and well-being of backyard poultry, ultimately enhancing overall business outcomes for farmers. Extensive research has demonstrated the influence of environmental factors, such as temperature and protection from external threats like predators, on poultry health.

2. Goals and Objectives

To examine and confirm the influence of the built environment on the productivity, income, and overall well-being of backyard poultry livestock owned by small scale farmers in Karnataka.

1. Develop a comprehensive assessment methodology to obtain qualitative and quantitative data on impact of Built Environment on Poultry

2. To identify qualitative and quantitative parameters to measure the impact indicators (productivity and income) of Built environments for backyard poultry coops.

3. Evaluate the impact of the Improved coop/ night shelter using the identified parameters.

   A. The quantitative parameters to include:
      i. Weight increase, egg production rates, rate of hatchability, mortality rate and income increase resulting from the improved coop/ night shelter
      ii. Change in costs associated with maintenance, management of the sheds and any other recurring expenses (e.g. medical expenses, visits to veterinarians for the poultry)

   B. The qualitative parameters to include:
      i. Ease of maintenance, reduced drudgery
      ii. Identify and document challenges or issues faced by farmers in adoption, maintenance, operation of the improved coop model
      iii. Testimonials from end users to be recorded

4. Assess the project's viability through an examination of ownership model, cash flows, financial feasibility, and return on investment (ROI) to determine its adoption by aspiring poultry farmers. Analyse the subsidy requirements and identify the financial support needed for successful implementation.

   i. Analyse against the existing business models for backyard poultry farmers (WASSAN)
5. Evaluate the design, construction materials and components of the implemented backyard poultry coop and provide feedback and recommendations for improvement.
   
i. Provide insights into potential for adoption of the coop by a new farmer.

6. Assess the Indoor Environment Quality (temperature, humidity and air quality) of the improved sheds against the baseline for poultry

3. Scope of Work
SELCO has successfully completed the construction and implementation of 72 backyard poultry coops in **Davangere district of Karnataka**. With over 12 months having passed since the implementation, there is a need to assess the impact of these poultry shelters.

15 Backyard poultry coops will be chosen, aiming to diversify the sample as comprehensively as possible. The selection will be inclusive of various end user typologies and other relevant variations to accurately represent a wide spectrum of conditions. All the 15 coops are located in Davanagere.

The primary objective of this assessment is to evaluate how the built environment affects the well-being of poultry and, subsequently, the economic outcomes for farmers. Key areas of inquiry include potential improvements in egg production, reductions in medical expenses and veterinary visits, overall comfort of poultry in the shelters, and identification of any challenges faced by farmers.

In addition to the specified scope of work, consultants are expected to work collaboratively with the SELCO Foundation team to develop an assessment methodology and format tailored to backyard poultry. This joint effort ensures a comprehensive and effective approach to evaluating the impact of the constructed poultry shelters, contributing valuable insights for future initiatives.

4. Timeline and Deliverables
List of deliverables and timelines

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Deliverables</th>
<th>Description</th>
<th>Timelines</th>
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<tbody>
<tr>
<td>01</td>
<td>POE questionnaire tool</td>
<td>The consultant is tasked with developing the Post-Occupancy Evaluation (POE) questionnaire format in collaboration with SELCO Foundation.</td>
<td>Week 1</td>
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<td></td>
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<td>Within 1 week of signing the contract.</td>
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<tr>
<td>No.</td>
<td>Deliverable</td>
<td>Description</td>
<td>Timeline</td>
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<tr>
<td>04</td>
<td>On site assessments</td>
<td>Conduct on-site assessments for 15 out of 72 backyard poultry coops, evaluating the impact of the built environment on livestock well-being, productivity, and overall business outcomes.</td>
<td>Within 1 week of signing the contract</td>
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<tr>
<td>05</td>
<td>Preliminary report</td>
<td>Analyze collected data, focusing on the effectiveness of the built environment in promoting overall livestock health, productivity, and contributing to business rise; collaborate with SELCO Foundation for insights. Preliminary report to summarize findings and data analysis, working collaboratively with SELCO Foundation for finalization. Provide recommendations for optimizing the design and deployment process. Provide best practices on backyard poultry coop design and management.</td>
<td>Week 2 Within 2 weeks of signing the contract.</td>
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<td>06</td>
<td>Case study documents (2 no.s)</td>
<td>1 Pager document on 2 identified best cases from the sample set</td>
<td>Week 3 Within 1 Week after Deliverable 04</td>
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<tr>
<td>07</td>
<td>Training Document</td>
<td>Develop a concise training document for farmers, offering practical guidance derived from the assessment on maximizing the benefits of the backyard poultry coops, including strategies for increased productivity and business success.</td>
<td>Week 4 Within 1 week after Deliverable 05</td>
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<tr>
<td>08</td>
<td>Final Report</td>
<td>Final report including all the iterations and feedback received on preliminary report</td>
<td>Week 4 Within 1 week after Deliverable 05</td>
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| Estimated comprehensive timelines | 4 Weeks from signing contract |
Note:
- Training and discussion sessions with the BE team at every stage of the process.
- SELCO Foundation team should be involved and consulted in every stage of research for better coordination and understanding of the site assessments and analysis.

5. Requirement:
Those interested may apply with the following information:
- Proposal outlining the approach and methodology, key activities, timelines, and budget
- Organizational or individual profile and experience relevant to this project
- 2 Sample reports of previous work
- CVs of project personnel who would be involved in this project

Firm/ Research firms/ consultants / should have strong background in conducting qualitative and quantitative research (scientific research design, data collection, quantitative and qualitative analysis survey using relevant software) and report preparation. Added benefits if the firm has worked in the social sector, with small business entrepreneurs at the community level and open to partner with SELCO Foundation at all stages (training field staff, data collection, data analysis and report) of the project.

6. Timelines: 4 Weeks

7. Selection Criteria:
- The proposals submitted by the prospective research organisations consultants/ agencies/ firms 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 firms are requested to submit their Expression of Interest (EOI) with all supporting documents as indicated in eligibility criteria.

8. Payment Terms:
- The quotation is inclusive of all necessary taxes and applicable costs.
- Other than the proposed amount, no additional amounts will be paid as 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.
- The total cost should include travel and accommodation.
- Please provide a breakdown of the costs for the 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.
9. 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/KV8cRQd4nr4r4M1A on before 09th June, 2024.

Any further queries please write to procurement@selcofoundation.org with a subject line: “Validating Evidence on Post Occupancy Evaluation Study - Backyard Poultry Coops in Karnataka” (Name of Project)

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.