Terms of Reference (TOR) for Consultancy Services

Title	Design Development of Climate-Responsive Poultry Housing, Goat Sheds and Integrated Poultry and Goatery Units for Small and Medium Farmers
Timeline	4 months (16 weeks). Design development and technical documentation only. No physical implementation.
Expected area of expertise	Rural infrastructure and livestock housing design, climate-responsive architecture, structural engineering, bamboo construction, poultry and goat housing, solar and water systems, BOQs and cost estimation.
Apply Link	https://forms.gle/XEi2GCWEET7GAFc86
Last Date for Apply	7th December, 2026, 5PM

About SELCO Foundation:

SELCO Foundation is an open-source, not-for-profit organisation that drives field-based research, innovation, and ecosystem-building to enable the adoption of climate-smart solutions among underserved communities across rural, tribal, and urban poor regions. By working closely with social sector practitioners, technology innovators, NGOs, academic institutions, and development partners, the foundation seeks to integrate sustainable energy into solutions that address poverty and improve quality of life. The foundation works across key sectors such as livelihoods, health, and energy access, fostering collaborative approaches that strengthen local ecosystems, support inclusive development, and enhance the resilience and well-being of vulnerable communities. (Read more about SELCO here: http://www.selcofoundation.org/)

1. **About the Assignment:**

Small and medium farmers who rear poultry and goats often depend on locally built sheds. These are usually put up based on immediate household needs, the materials at hand and what the family can afford, rather than on a planned design.

Many of these structures have poor ventilation, poor drainage, too much heat, damp floors, too little space, no separation of animals, inefficient feed and water arrangements, and are hard to clean and maintain. This affects animal health and productivity, and adds to the daily work of farmers, especially women, who often do the feeding, watering, cleaning and manure handling.

Housing that works in one climate may not work in another. A shed designed for a hot and dry region may not suit a hot and humid or wet and humid region. Local materials, building skills, practices and site conditions also affect what can be built and at what cost.

SELCO Foundation wants to develop a set of practical, affordable and climate-responsive designs for poultry housing, goat sheds and integrated poultry and goatery units. The designs should use locally available materials, including bamboo and conventional materials where

suitable, and should consider animal welfare, ease of maintenance, reduced household drudgery, suitable energy and water systems, and long-term affordability.

This TOR is strictly limited to design development. Construction, fabrication, procurement, installation and commissioning of physical units are not part of this assignment.

Assignment at a glance:

- **Assignment:** Design development of climate-responsive poultry housing, goat sheds and integrated poultry and goatery units for small and medium farmers
- **Run by:** Innovation Team, SELCO Foundation
- **Design packages:** 11 in all: 6 poultry housing, 3 goat sheds and 2 integrated poultry and goatery
- **Climate conditions:** Hot and dry, hot and humid, and wet and humid, covered within each of the 11 packages
- **Materials:** Bamboo and conventional construction materials
- **Duration:** 4 months (16 weeks)
- **Scope:** Design development and technical documentation only

Who can apply:

Organisations with proven experience in rural infrastructure, livestock housing, climate-responsive design or similar technical work. The organisation should show:

- Experience in designing rural infrastructure or livestock housing.
- Understanding of poultry and goat rearing systems.
- Experience with bamboo or other locally available building materials.
- Knowledge of climate-responsive building design.
- Experience preparing technical drawings, BOQs and cost estimates.
- Experience working with rural households and small and medium farmers.

The proposed team should ideally include the following roles:

Role	Expected responsibility
Project Lead / Design Lead	Overall project management, coordination and quality assurance
Architect / Built Environment Designer	Spatial planning, architectural layouts and climate-responsive design
Structural Engineer	Structural calculations, foundation, framing and technical specifications
Bamboo Construction Specialist	Bamboo selection, treatment, joinery and construction detailing
Animal Husbandry Specialist	Poultry and goat housing needs, animal welfare and biosecurity
Solar / Electrical Engineer	Energy load assessment and solar system sizing
Water Systems Specialist	Water requirement, storage, pumping and distribution
Costing / Documentation Specialist	BOQs, cost estimates, drawings and technical documentation

2. Objective:

The objectives of the assignment are to:

- Develop 11 technically sound, climate-responsive housing designs for poultry, goats and integrated poultry and goatery systems.
- Make the designs affordable and suitable for small and medium farmers.
- Use bamboo and locally available conventional materials, based on suitability, durability, availability and cost.
- Ensure proper ventilation, flooring, drainage, roofing, separation of animals and protection from extreme weather.
- Improve animal welfare, with suitable housing for different animal categories and capacities.
- Reduce household drudgery in feeding, watering, cleaning, manure handling and daily livestock care.
- Include suitable energy and water solutions where needed, with proper technical calculations and specifications.
- Prepare detailed drawings, material specifications, BOQs and cost estimates that other agencies can use to implement later.
- Create a standard design catalogue that can be copied and adapted across different geographies.

3. Scope of Work

Proposed design matrix

The assignment covers 11 designs across three categories.

Category	Capacity	Material option	No. of designs
Poultry housing	50 birds	Bamboo and conventional	2
Poultry housing	100 birds	Bamboo and conventional	2
Poultry housing	200 birds	Bamboo and conventional	2
Goat sheds	10 goats	Locally suitable materials	1
Goat sheds	50 goats	Locally suitable materials	1
Goat sheds	100 goats	Locally suitable materials	1
Integrated poultry and goatery	100 birds + 50 goats	Suitable integrated design	1

Category	Capacity	Material option	No. of designs
Integrated poultry and goatery	200 birds + 100 goats	Suitable integrated design	1
Total			**11**

Each of the 11 designs must include adaptations for three climate conditions: hot and dry, hot and humid, and wet and humid. These adaptations are part of the 11 design packages and are not separate designs.

The consultant will confirm the assumptions on poultry rearing systems, livestock management practices and design standards with SELCO Foundation at the inception stage.

The work is divided into six work packages.

Work Package 1: Inception and design planning (Weeks 1 to 2)

- Hold an inception meeting with SELCO Foundation to understand the requirements and expected outputs.
- Review existing technical references, livestock housing guidelines and relevant standards.
- Finalise the design matrix for all 11 design packages.
- Confirm capacities, poultry rearing systems, goat management assumptions and key design parameters.
- Identify representative climate conditions and geographical requirements.
- Prepare a detailed work plan covering field assessments, concept development, design reviews and final submissions.
- Develop field assessment formats, household consultation tools and design brief templates.

Expected output: Inception report, confirmed design matrix and detailed four-month work plan.

Work Package 2: Field assessment and user requirement study (Weeks 2 to 4)

The consultant will carry out field assessments with SELCO Foundation and its field teams, covering:

- Existing poultry housing and goat sheds used by small and medium farmers.
- Existing construction methods, materials, dimensions and approximate costs.
- Problems with ventilation, flooring, drainage, roofing, animal health and maintenance.
- Availability and suitability of bamboo and other local building materials.
- Local construction skills, labour availability and indicative material rates.
- Climate conditions, including temperature, humidity, rainfall, wind direction and seasonal changes.
- Site conditions such as land availability, slope, soil, waterlogging and access.
- Household practices in feeding, watering, cleaning, manure management and animal care.
- Problems faced by women and other household members involved in daily livestock care.
- Needs of different animal categories, including chicks, adult birds, kids, pregnant and lactating goats, bucks and sick animals.

The assessment should identify ways to reduce drudgery through better layouts, equipment arrangement, water distribution, feed storage and manure handling. The consultant should consult farmers and local stakeholders so that the designs meet real household needs.

Expected output: Field assessment report on existing practices, user needs, material availability, climate considerations and design recommendations.

Work Package 3: Concept development for 11 designs (Weeks 5 to 8)

Based on the field assessment, the consultant will develop concept designs for all 11 structures, covering:

- Initial layouts and space planning for each design.
- Common design elements across capacities.
- Separate arrangements for different animal categories where needed.
- Proposed construction materials and structural approach.
- Roofing, flooring, ventilation and drainage concepts.
- Feed and water arrangements.
- Manure collection and disposal arrangements.
- Energy and water systems.
- Changes for each of the three climate conditions.
- Preliminary material needs and indicative costs.

The concepts will be presented to SELCO Foundation for review. Where possible, they should also be discussed with representative farmers and field teams to check that they are practical. Feedback must be built in before moving to detailed design.

Expected output: 11 concept design packages with layouts, sketches, preliminary specifications and design validation notes.

Work Package 4: Detailed technical design (Weeks 9 to 12)

Once the concepts are approved, the consultant will develop detailed technical designs for all 11 structures.

A. Poultry housing (6 designs): for 50, 100 and 200 birds, each in bamboo and conventional construction. The designs should include:

- Floor area and stocking density based on applicable poultry housing guidelines.
- Internal layout and movement space.
- Brooding arrangements, where relevant.
- Ventilation and natural lighting.
- Roofing, insulation and shading.
- Flooring and litter management.
- Feed and water arrangements, feed storage and equipment placement.
- Protection from predators and pests.
- Cleaning and waste management.
- Energy needs for lighting and brooding, where applicable.

B. Goat sheds (3 designs): for 10, 50 and 100 goats. The designs should include:

- Floor space and internal layout.
- Separate arrangements for kids, pregnant and lactating goats, bucks and sick animals.
- Raised, slatted or sloped flooring as suits local conditions.
- Roofing and ventilation.
- Feed and water troughs, and fodder storage and handling space.
- Manure collection and removal.
- Drainage and wastewater management.
- Protection from predators and bad weather.

- Access for cleaning and daily animal care.

C. Integrated poultry and goatery (2 designs): 100 birds + 50 goats, and 200 birds + 100 goats. The designs should show how some infrastructure can be shared without risking animal health and biosecurity, and should consider:

- Common roof and structural elements, where feasible.
- Shared water storage and distribution.
- Shared feed and equipment storage, where suitable.
- Separate poultry and goat housing zones, with separate access and cleaning arrangements.
- Proper ventilation and drainage.
- Manure collection and management.
- Energy needs and shared energy infrastructure, where feasible.

The integrated designs must keep poultry and goats physically and operationally separate to reduce the risk of disease spreading.

Expected output: 11 detailed draft design packages with architectural layouts, technical specifications, structural details and functional arrangements.

Work Package 5: Climate, material, energy and water detailing (Weeks 10 to 14)

The consultant will adapt all 11 designs to the three climate conditions and record the changes for each condition in every design package.

Climate condition	Key design considerations
Hot and dry	Heat reduction, roof insulation, shading, ventilation, suitable orientation and water-efficient arrangements
Hot and humid	Cross ventilation, less moisture build-up, suitable roof height, airflow and flooring
Wet and humid	Raised plinths, suitable roof pitch, rain protection, drainage, moisture-resistant materials and dry flooring

Material selection and comparison. The consultant will:

- Identify suitable bamboo species and other local materials.
- Specify bamboo treatment, joints, connections and protection from moisture and ground contact.
- Compare bamboo and conventional construction on cost, durability, maintenance and local availability.
- Identify materials that are easy to repair or replace locally.
- Recommend materials based on climate and geography.

Energy and water systems. The consultant will:

- Estimate energy needs for lighting, brooding, pumping and other electrical loads.
- Size solar systems and specify components where needed.
- Work out water needs for livestock and cleaning.
- Design water storage, distribution and pumping arrangements.
- Find ways to reduce manual water carrying and other repetitive household tasks.
- Make sure the systems are practical, affordable and can be serviced locally.

Expected output: Climate adaptation drawings, material specifications, bamboo and conventional material comparison, energy calculations and water system design notes for all 11 designs.

Work Package 6: Final drawings, costing and technical documentation (Weeks 13 to 16)

The consultant will finalise all 11 design packages based on SELCO Foundation's feedback. Each package should include:

- Dimensioned floor plans, elevations and sections.
- Structural and foundation details.
- Roofing, flooring, ventilation and drainage details.
- Material specifications, and bamboo jointing and treatment details where applicable.
- Feed and water arrangements.
- Animal separation and biosecurity provisions.
- Energy and water system specifications.
- Design-wise Bill of Quantities (BOQ) and itemised construction cost estimate.
- Construction guidance and maintenance recommendations.

The consultant will also prepare a consolidated design catalogue for SELCO Foundation and its partners to use for future implementation and replication. The documents should be detailed enough for a separate implementation agency, local mason or fabricator to build from them.

Expected output: 11 final design packages, detailed BOQs, cost estimates, construction guidance and consolidated design catalogue.

Scope exclusions

This assignment is limited to design development and technical documentation. It does not include:

- Construction of poultry housing, goat sheds or integrated poultry and goatery units.
- Fabrication of physical prototypes or demonstration units.
- Procurement or supply of bamboo, building materials or equipment.
- Hiring or paying masons, carpenters or construction labour.
- On-site construction supervision or quality monitoring.
- Installation or commissioning of solar, electrical or water systems.
- Procurement or installation of livestock equipment.
- Handover of built units to farmers, or post-construction monitoring.

The designs must be ready for implementation. SELCO Foundation or its partners may take up implementation through a separate assignment.

4. Roles and Responsibilities

Role of SELCO Foundation:

- Share the project context, available background information and technical inputs.
- Introduce the consultant to field teams, partner organisations and farmers, where possible.
- Review and give feedback on the inception report, field assessment, concepts and detailed designs.
- Coordinate design review meetings and give consolidated feedback.
- Approve deliverables at each stage before the consultant moves to the next.
- Process payments against accepted deliverables.

Expectations from the selected organisation:

- Deploy a multidisciplinary team with the right technical expertise.
- Carry out field assessments and consultations.
- Develop all 11 designs within the agreed timeline.
- Ensure technical accuracy and follow applicable livestock housing guidelines.

- Prepare drawings, structural details, BOQs and cost estimates, with climate adaptations in each design.
- Keep proper documentation and version control, and build in SELCO Foundation's feedback.
- Make sure all final designs are technically complete and ready for future implementation.

Reporting:

The consultant will send fortnightly progress updates to SELCO Foundation, covering work completed, upcoming work, pending decisions and any risks to the timeline.

Quality assurance:

- All designs are technically accurate and in line with applicable standards.
- Design assumptions and calculations are clearly recorded.
- Structural drawings and calculations are reviewed by qualified professionals.
- All 11 designs include adaptations for the three climate conditions.
- BOQs and cost estimates are detailed and based on stated material and labour rates.
- Drawings and documents carry version numbers and revision dates.
- Final documents are submitted in editable and PDF formats.

SELCO Foundation may ask for revisions where deliverables do not meet the agreed technical requirements.

5. Deliverables:

No.	Deliverable	Quantity
1	Inception report and detailed work plan	1
2	Field assessment and user requirement report	1
3	Finalised design matrix and design briefs	1 matrix + 11 briefs
4	Concept designs	11
5	Detailed poultry housing designs	6
6	Detailed goat shed designs	3
7	Detailed integrated poultry and goatery designs	2
8	Climate adaptation details for all three climate conditions	11
9	Energy and water system design notes	11
10	Detailed architectural and structural drawings	11
11	Design-wise Bill of Quantities	11
12	Itemised construction cost estimates	11
13	Bamboo and conventional material comparison report	1
14	Construction and maintenance guidance	11

No.	Deliverable	Quantity
15	Consolidated design catalogue and replication package	1
16	Final presentation and technical handover	1

All deliverables must be submitted in editable formats and PDF, with SELCO Foundation's consolidated comments built in before final submission.

Design package register:

Design ID	Design package	Capacity
P-01	Poultry housing, bamboo	50 birds
P-02	Poultry housing, conventional	50 birds
P-03	Poultry housing, bamboo	100 birds
P-04	Poultry housing, conventional	100 birds
P-05	Poultry housing, bamboo	200 birds
P-06	Poultry housing, conventional	200 birds
G-01	Goat shed	10 goats
G-02	Goat shed	50 goats
G-03	Goat shed	100 goats
I-01	Integrated poultry and goatery	100 birds + 50 goats
I-02	Integrated poultry and goatery	200 birds + 100 goats

Minimum content of each design package:

Section	Required information
Design basis	Capacity, intended user, animal management assumptions, climate conditions and applicable technical standards
Site planning	Site layout, orientation, access, circulation and space needs
Architectural drawings	Floor plan, elevations, sections, dimensions and construction details
Structural design	Foundation, columns, beams, roof framing, joints, connections and structural calculations
Roofing	Roof material, slope, height, overhang, insulation and rain protection
Flooring	Flooring material, slope, drainage and cleaning arrangements
Ventilation	Opening sizes, cross ventilation, airflow and natural lighting

Section	Required information
Animal management	Pen arrangements, stocking density, animal separation, feed and water facilities
Manure management	Collection, storage, cleaning and disposal or reuse
Climate adaptations	Changes for hot and dry, hot and humid, and wet and humid conditions
Material specifications	Bamboo and conventional material specifications, treatment, durability and maintenance
Energy and water	Energy load calculations, solar sizing where needed, water needs and distribution
Drudgery reduction	Design features that reduce manual effort in feeding, watering, cleaning and manure handling
BOQ and costing	Itemised material quantities, indicative rates and total construction cost
Maintenance guidance	Routine maintenance, repairs, replacement needs and expected service life

Timeline (16 weeks):

Month	Activities	Key milestone
Month 1	Inception, technical review, field visits, farmer consultations and design requirement assessment	Inception and field assessment report
Month 2	Concept development for all 11 designs, internal review and validation	11 concept designs approved
Month 3	Detailed architectural, structural, climate, energy and water system designs	Draft detailed design packages submitted
Month 4	Final drawings, BOQs, costing, construction guidance, revisions and documentation	11 final design packages handed over

6. Selection Criteria:

SELCO Foundation will evaluate proposals on the following:

Evaluation Component	Criteria Focus	Weight
[To be added]	[To be added]	[ ]%
[To be added]	[To be added]	[ ]%
[To be added]	[To be added]	[ ]%

Evaluation Component	Criteria Focus	Weight
[To be added]	[To be added]	[ ]%
Total		**100%**

7. Submission Requirements:

Interested organisations should submit a technical and financial proposal covering:

1. Understanding of the assignment and proposed method.
2. Approach to developing the 11 design packages.
3. Proposed field assessment method.
4. Approach to climate-responsive design across the three climate conditions.
5. Approach to choosing bamboo and conventional materials.
6. Approach to poultry, goat and integrated housing design.
7. Approach to energy and water system integration.
8. Proposed team and CVs.
9. Relevant organisational experience and examples of past assignments.
10. Detailed four-month work plan.
11. Financial proposal with a clear cost breakdown.

The financial proposal must match the design-only scope. It must not include construction, fabrication, material procurement or installation costs.

Documents required:

Applicant type	Documents
Individual consultants	PAN card (linked to Aadhaar), bank account details, ID proof
Registered firms and organisations	Registration certificate, PAN, GST number (if registered), bank account details

Note: Applicants must apply through the link. Each proposal should set out the plan, method and deliverables as per the scope of work.

8. Intellectual Property

All intellectual property in reports, drawings, designs, calculations, specifications and other materials developed for SELCO Foundation under this assignment will belong to SELCO Foundation, unless agreed otherwise in writing. The consultant must hand over all editable source files, drawings, calculations and supporting documents at final handover.

SELCO Foundation may use and share the designs with partner organisations, local fabricators, government departments and other stakeholders for future replication. Any third-party proprietary component or intellectual property used in the designs must be disclosed.

9. **Payment Terms:**

Payments will be linked to the submission and written acceptance of the agreed deliverables.

Milestone	Payment	Deliverables
Milestone 1	20%	Inception report, detailed work plan and confirmed design matrix
Milestone 2	25%	Field assessment report, design briefs and 11 concept designs
Milestone 3	35%	Draft detailed design packages for all 11 structures, including drawings, climate adaptations, energy and water notes and preliminary BOQs
Milestone 4	20%	Final 11 design packages, detailed drawings, BOQs, cost estimates, construction guidance and final documentation
Total	**100%**	

Applicable taxes will be treated as per statutory requirements.

10. **Application Process**

If you meet the eligibility criteria and are interested in working with SELCO Foundation, please complete the application form linked below. Applicants are requested to upload their technical proposal and budget directly into the application form.

Provide split costs as per deliverables:

Please give a detailed breakdown of professional fees and related costs using the template below. Costs must match the design-only scope and must not count professional fees or project management costs twice.

11. **To apply**

Interested applicants can fill the application form here: https://forms.gle/XEi2GCWEET7GAFc86 on or before **7th December 2026, 5 PM**

Any further queries please write to procurement@selcofoundation.org with a subject line: "**Design Development of Poultry Housing, Goat Sheds and Integrated Units**"

Financial Proposal Template: Budget Breakdown

Applicants are requested to use this template to give a clear breakdown of professional fees and related costs. Costs must match the design-only scope.

Section A: Cost Breakdown

Particulars	Proposed Cost (INR)
1. Inception and project planning	*[Applicant Input]*
2. Field assessment and farmer consultations	*[Applicant Input]*
3. Concept development for 11 designs	*[Applicant Input]*
4. Detailed poultry housing designs (6 packages)	*[Applicant Input]*
5. Detailed goat shed designs (3 packages)	*[Applicant Input]*

Particulars	Proposed Cost (INR)
6. Integrated poultry and goatery designs (2 packages)	*[Applicant Input]*
7. Climate adaptation and material detailing	*[Applicant Input]*
8. Structural engineering and technical calculations	*[Applicant Input]*
9. Energy and water system design	*[Applicant Input]*
10. BOQs and cost estimates	*[Applicant Input]*
11. Construction and maintenance documentation	*[Applicant Input]*
12. Consolidated design catalogue and final handover	*[Applicant Input]*
13. Project coordination and quality assurance	*[Applicant Input]*
14. Travel and field expenses	*[Applicant Input]*
TOTAL (Section A)	***[Applicant Input]***

Section B: Total Proposal Value Summary

Description	Amount (INR)
A. Total cost (Section A)	*[Applicant Input]*
B. Taxes (GST, as applicable)	*[Applicant Input]*
C. TOTAL PROPOSAL VALUE (A + B)	***[Applicant Input]***

Note: If there is travel required, kindly mention the tentative budget along with the number of days of travel.

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: Compliance with Laws and Regulations: The Consultant will comply with all applicable laws, rules, regulations and statutory requirements and amendments thereof, in the manufacture and distribution of products and supplies and in providing services to the SELCO and during the term of this Agreement.

Child Labor: The Consultant will, 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.

Forced Labor: The Consultant will not engage in any activity that will result in forced or compulsory labor under applicable laws including the Bonded Labour System (Abolition) Act, 1976,

Abuse of Labor: Consultant will act in accordance with applicable laws and regulations and will not violate the rights of labourers as stated in The Factories Act, 1948 and similar legislations.

Working Hours, Overtime, Wages and Other Benefits-Working hours, wages and benefits shall be provided by the Consultant to its staff and employees in accordance with applicable laws including the Minimum Wages Act, 1948.

Declaration of blacklisting: Consultant represents and warrants to SELCO that, as on the date of signing of this Purchase Order, it is neither blacklisted/ debarred nor it is under a declaration of ineligibility by Central / State or Semi-Government Organization/Department or Institutions and Public Sector Undertakings in India and abroad. The Consultant further undertakes to duly inform SELCO in the event it is blacklisted subsequent to execution of this Purchase Order.

Compliance with Anti-bribery Laws: Consultant and each of its directors, officers, employees, agents or other (collectively referred to as "Consultant") 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 Consultant 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.

The Consultant 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, Consultant agrees to promptly report to SELCO Foundation of any incident of breach or potential breach of this section.

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

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.

v. 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.

10. 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.