Terms of Reference (TOR) for Consultancy Services

Title	Design of Affordable Street Vending Set-ups for Fish and Meat Vendors (Fish, Chicken, Goat and Pork)
Timeline	3 months (12 weeks) from the date of signing of the agreement.
Expected area of expertise	Product or industrial design, low-cost fabrication, design for informal livelihoods, food hygiene and safety, water and waste management, ergonomics, and suitable tools and equipment. Geography: locations to be finalised by SELCO Foundation with the selected organisation.
Apply Link	https://forms.gle/Fuzx4JtEdj5ujHfY7
Last Date for Apply	7th December, 2026, 5 PM

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:**

A large number of fish and meat vendors work as street hawkers. They do not use a permanent shop or structure, mainly because they cannot afford one. These vendors clean, gut, dress, cut and prepare fish and different types of meat, including chicken, goat and pork, at the point of sale and sell directly to customers.

The work involves handling fresh food, knives and cutting tools, water, blood, scales, feathers, skin, bones, offal and other organic waste. Without a suitable work surface and basic facilities, vendors face problems with hygiene, protecting their products, waste disposal, physical strain, weather and customer confidence.

The reference photograph shared by SELCO Foundation shows a typical fish vendor cleaning fish at ground level, with little work surface and no arrangement for clean water, waste segregation or covered display. The designs should respond to such real working conditions.

Through this assignment, SELCO Foundation wants to develop practical, affordable and replicable vending set-ups for these vendors.

Assignment at a glance:

- **Assignment:** Design and development of affordable, hygienic and practical vending set-ups for street vendors who clean, gut and sell fish and meat (chicken, goat and pork)
- **Run by:** Innovation Team, SELCO Foundation
- **Design outputs:** 6 design packages: 3 for fish vendors and 3 adaptable designs for meat vendors (chicken, goat and pork), covering different vendor sizes, capacities and available space
- **Physical implementations:** 4 working units, selected jointly with SELCO Foundation from the six designs
- **Duration:** 3 months (12 weeks) from the date of signing of the agreement
- **Geography:** Locations to be finalised by SELCO Foundation with the selected organisation

Who can apply:

Organisations, design firms or consultant teams with the following expertise. The organisation may bring in specialists for food safety or materials if needed.

- Product or industrial designer with experience in user-centred design and low-cost products.
- Fabrication engineer or workshop partner with experience in carts, tables, metal or wood fabrication, or similar products.
- A person with practical knowledge of food hygiene, safe handling and cleaning in fresh fish and meat retail.
- Field team member who can work directly with informal vendors and record how they work.

2. Objective:

To develop six affordable, user-centred vending designs for street vendors of fish and meat (chicken, goat and pork). The designs should:

- Improve hygienic handling, cleaning, gutting, dressing, cutting, display and sale of fish and meat.
- Give vendors a proper work surface and layout that reduces bending, physical strain and unsafe handling.
- Include practical arrangements for clean water, wastewater collection, solid waste segregation and cleaning.
- Identify and recommend suitable tools, equipment and accessories for daily vending.
- Be low-cost and durable, and easy to move, clean, maintain and fabricate locally.
- Be tested by vendors through four implemented units, with their feedback built into the final designs.

Expected outcome:

At the end of the three months, SELCO Foundation should have six practical, costed and fabrication-ready designs for fish and meat street vendors, covering chicken, goat and pork

3. Scope of Work

3.1 Understanding vendors and current practices

- Make focused field visits and hold discussions with fish and meat street vendors, including those selling chicken, goat and pork and produce Report along with pictures of the visit and GPS location images.
- Understand the daily workflow: bringing stock, setting up, cleaning and gutting, cutting, weighing, display, selling, handling leftovers, cleaning and packing up.
- Record the space available, ground conditions, exposure to weather, access to water, drainage, waste disposal, storage and mobility limits.
- Understand the tools used now, quantities handled, working hours, customer interaction and spending limits.
- Record the differences between fish and meat vending (chicken, goat and pork), and between low, medium and high-volume vendors.
- Involve vendors, including women vendors where relevant, in reviewing the proposed designs and pointing out practical problems.

3.2 Development of six design options

Develop six distinct design packages: three for fish vendors and three base designs for meat vendors. Each meat design must be adaptable for chicken, goat and pork, and must cover the work surfaces, tools, waste handling and cutting needs of each meat type.

Category	Design options	Indicative design considerations
Fish vending	F1: Compact / low-volume F2: Medium-volume F3: Higher-volume	Raised fish-cleaning surface; fish display; scaling and gutting area; washable trays; drainage; ice or chilled storage option; separate collection of scales, gut waste and wastewater.
Meat vending	M1: Compact / low-volume M2: Medium-volume M3: Higher-volume Each with configurations for chicken, goat and pork	Stable, reinforced cutting and chopping surface; washable food-grade worktop; covered display; separate raw handling and customer-facing display; tools for each meat type; collection of blood, feathers, skin, bones and offal; safe tool storage. Designs must allow for heavier portions and bone cutting for goat and pork.

- The three fish and three meat designs must clearly differ in vendor capacity and space needed. Each meat design must explain how it can be set up for chicken, goat and pork.
- The consultant must write down the assumptions used to define small, medium and high-volume vendors, including the quantity handled per day. These must be checked in the field before the designs are finalised.
- For each design, give a clear layout, indicative dimensions, material and component specifications, expected capacity and use, estimated fabrication cost, and a short note on how the design fits the vendor's way of working. Final sizes and capacities should be confirmed in the field.
- The six designs are design outputs. SELCO Foundation will select four of them for physical implementation.

3.3 Design requirements

- **Affordable and modular:** suitable for vendors with little capital, with no need for a permanent shop or costly civil works.
- **Portable and practical:** consider a handcart, movable table, foldable or detachable parts, lockable wheels or other options, based on the site and vendor needs.
- **Ergonomic:** set the right working heights and reach; give stable cutting surfaces; reduce long bending, awkward lifting and unsafe postures.
- **Food-contact surfaces:** smooth, non-absorbent, corrosion-resistant and easy to clean. Avoid gaps, open joints and surfaces where blood, water or waste can collect.
- **Covered display:** keep products off the ground and protected from dust, flies, rain, direct sun and handling by customers.
- **Water and drainage:** a clean-water container with a tap, a basin or wash area where possible, and a removable container for wastewater. No open discharge onto the road.
- **Waste segregation:** separate covered, removable containers for fish scales and gut waste and, for meat, blood, feathers, skin, bones and offal, kept apart from wastewater and general waste.
- **Cleaning and storage:** trays, worktops, containers and tools must be removable, washable and easy to dry and store at the end of the day.
- **Weather protection:** a simple canopy, shade or splash guard that can be folded or removed for transport and storage.
- **Safety:** safe storage for knives and sharp tools, stable supports, rounded edges where needed, and safe handling of waste and wash water.
- **Lighting:** assess whether task lighting is needed for early morning or evening vending, and propose simple, efficient options where needed.
- **Cooling:** assess the need for insulated ice boxes or other cold storage for each vendor setting. Any active cooling must be justified by use, cost, energy access and maintenance capacity.

Meat-type considerations:

- **Chicken:** allow for dressing and cutting, feathers, blood and offal; washable surfaces and separate covered waste collection. Holding live birds is not in scope unless agreed.
- **Goat:** allow for heavier bone-in portions and repeated chopping; a reinforced, stable chopping block or worktop, suitable cutting tools and safe handling and storage.
- **Pork:** allow for heavier cuts, bone-in portions, skin and offal; a reinforced cutting surface, suitable tools, washable trays and separate waste collection.
- **All meat types:** identify which parts can be common across designs and which tools, surfaces or accessories must change for each meat type.

3.4 Affordability and cost structure

- For each of the six designs, give a cost estimate in three parts: (a) basic structure, (b) essential tools and equipment, and (c) optional upgrades.
- Show the total initial investment a vendor would need, including fabrication, bought-out parts, tools and accessories.
- Identify common parts across designs that can lower costs when made in batches.
- Give indicative single-unit and small-batch costs, stating assumptions, exclusions, taxes and transport costs clearly.
- Do not assume vendors have piped water, electricity, refrigeration or permanent storage. Any extra infrastructure needed must be shown separately.

- There is no fixed cost ceiling. Recommend ways to reduce cost and explain the trade-offs between cost, durability, hygiene and ease of maintenance.

3.5 Tools, equipment and hygiene recommendations

Recommend practical tool and equipment packages for fish vending and for meat vending, with separate recommendations for chicken, goat and pork where tools or handling differ.

Area	Indicative items and recommendations
Fish handling	Fish cleaning and scaling tools, suitable knives, cutting board or work surface, washable trays, weighing scale, tongs or handling tools, insulated ice box and melt-water collection.
Meat handling (chicken, goat and pork)	Suitable knives and sharpening tools; heavy-duty washable chopping block or board; cutting tools for poultry and red meat; stable reinforced cutting surface for bone-in portions; washable trays, weighing scale and covered display containers. Specify tools for each meat type and safe storage.
Water and cleaning	Food-safe water container with tap, handwashing arrangement, cleaning brush, detergent, food-safe sanitising solution, drying rack or clean storage, and wastewater container.
Waste management	Separate lidded containers for each type of organic waste and for general waste; leak-proof wastewater container; simple daily waste handling and disposal instructions.
Personal hygiene	Cleanable apron, washable protective clothing, head covering, handwashing materials, and a place to keep personal items away from food.
Display and protection	Food-safe covers, mesh or other fly protection, raised trays, shade or canopy, and separation from customers.
Safety and upkeep	Knife sheath or safe tool holder, basic first aid, non-slip footwear where needed, maintenance kit and spare parts.

Minimum hygiene requirements:

- Separate the dirty work (washing, scaling, gutting or dressing) from the clean display and customer area, as far as the footprint allows.
- Use a food-safe, smooth, non-porous, washable work surface with removable cutting boards and trays, suitable for repeated wet cleaning.
- Include a clean-water container with a tap and a practical handwashing arrangement. Show where clean water is stored and how it is refilled.
- Provide a separate, leak-proof container for wastewater and blood. Wastewater must not be let out onto the road or any open public area.
- Provide separate covered, removable containers for fish scales and guts and, for meat, blood, feathers, skin, bones and offal, plus a separate container for general waste.
- Protect food from flies, dust, rain, direct sun and customer handling with covers, mesh, a canopy or barriers.

- Give a simple sequence for cleaning and sanitising the work surface, tools, trays and containers before, during and after vending, with safe drying and storage.
- Recommend practical personal hygiene: handwashing, clean apron or protective clothing, and safe storage of knives and personal items away from food.
- Explain how organic waste and wastewater will be taken from the vending point to a suitable disposal or collection point. Record any local gaps.

Recommendations must suit the local setting. They should not assume continuous piped water, electricity, refrigeration or formal waste collection, and should set out the minimum hygiene practices vendors can follow with the proposed design.

3.6 Design safety and validation

- Show that the structure stays stable during normal cleaning, cutting and chopping, including heavier bone-in cutting for goat and pork.
- Specify the load each part can take: worktop, chopping block, display trays, storage and water containers, allowing for impact and repeated chopping.
- For wheeled designs, include wheel locks or similar to stop movement during use, and check safe movement over the expected ground.
- Avoid sharp exposed edges, unstable parts and pinch points. Provide safe storage or sheaths for knives.
- Use corrosion-resistant, water-resistant and durable materials suitable for daily outdoor use and cleaning.
- Provide a basic safety and quality checklist for each unit before it is handed over to the vendor.

3.7 Fabrication and implementation of four units

- With SELCO Foundation, select four of the six designs for implementation, based on vendor demand, relevance, affordability, feasibility and learning value.
- The four units must cover both fish and meat vending. Within meat, they should cover different meat types (chicken, goat and/or pork) where possible, so the adaptability of the designs can be tested.
- Prepare fabrication-ready drawings, dimensions, material specifications, bill of materials and cost estimates for the four selected designs.
- Fabricate, assemble and hand over four complete, working set-ups at locations finalised by SELCO Foundation, for use in regular business.
- Use locally available materials, standard parts and fabrication methods that local fabricators can copy and repair.
- Make sure every unit is stable, safe, washable and fit for daily vending.
- Show each vendor how to set up, use, clean, handle waste and do basic maintenance.
- Record the location, vendor profile, design selected, handover date and orientation completed for each unit.

3.8 Field testing and refinement

- Observe vendors using the four units during normal vending.
- Collect structured feedback on workflow, ease of cleaning, access to tools, display, customer interaction, mobility, waste handling and physical comfort.
- Record the changes needed and build feasible changes into the final drawings and recommendations.
- Take photographs and write a short case note for each unit, with the vendor’s consent.

Key design principles and conditions:

- The assignment is for affordable, non-permanent or movable vending set-ups, not permanent shops or high-cost vending vehicles.
- All six designs must have detailed drawings and cost estimates good enough for future replication. Only four will be fabricated under this assignment, selected and approved by SELCO Foundation by the end of Week 6.
- The consultant must state clearly what is included in the cost of each unit, and any items or infrastructure expected from the vendor or SELCO Foundation.
- Food safety and hygiene recommendations should be practical, easy to follow and in line with local requirements. Flag any regulatory or technical issue that needs specialist review.
- All designs should be repairable and replicable using local materials and skills wherever possible.

4. Roles and Responsibilities

Role of SELCO Foundation:

- Identify vendors, market locations and implementation sites, and help with access.
- Share available reference photographs and background information.
- Review and give feedback on concepts, detailed designs, and tools and hygiene recommendations.
- Take part in selecting the four designs for implementation.
- Support coordination with vendors and local stakeholders where needed.
- Review deliverables and release payments as per the agreed milestones.

Expectations from the selected organisation:

- Provide the design, field and fabrication expertise needed to complete the assignment.
- Lead field work and make sure the designs are based on how vendors actually work.
- Develop six complete design packages and fabricate and implement the four selected designs.
- Ensure quality, safety, working condition and timely completion of all deliverables.
- Keep clear records of design decisions, costing, vendor feedback and implementation progress.
- Hand over editable drawings and documents that SELCO Foundation can use for future replication.

Reporting:

The consultant must submit a week-wise work plan at inception. Activities should run in parallel wherever possible so that all deliverables are completed within 12 weeks. Any change to the agreed sequence must be agreed with SELCO Foundation.

5. Deliverables:

No.	Deliverable	Expected output
1	Inception report and work plan	Method, locations and field plan, team roles, weekly work plan and 12-week schedule.
2	Rapid field assessment	Short report on vendor profiles, workflow, constraints, tools in use, hygiene gaps, and space and infrastructure conditions.

No.	Deliverable	Expected output
3	Six concept and design packages	Three fish and three meat designs for small, medium and high-volume vendors. Each meat design with set-ups for chicken, goat and pork, and sketches, layouts, indicative dimensions, capacity assumptions, materials, use case and estimated cost.
4	Tools and hygiene package	Essential and optional tools for fish and for each meat type; indicative specifications and costs; clean-water and handwashing arrangement; wastewater and solid waste segregation; cleaning, sanitising and daily hygiene routine.
5	Detailed design and fabrication package	Fabrication-ready drawings, dimensions, material specifications, bill of materials, costing and maintenance notes for all six designs.
6	Four implemented units	Four complete, working set-ups fabricated, handed over to four selected vendors and used in regular vending; vendor orientation completed.
7	Field testing and final design report	Feedback and observations from the four units, changes made, final drawings, final costs and replication recommendations.
8	Handover package	Operation and cleaning guide, tool list, maintenance instructions, photographs of vendors using the units, and one digital folder of editable drawings and documents.

Timeline (12 weeks):

Period	Key activities	Milestone / output
Weeks 1 to 2	Kick-off; field visits; vendor interaction; workflow and hygiene assessment; record dimensions and constraints.	Inception report and rapid field assessment.
Weeks 3 to 4	Develop six concepts; prepare layouts and indicative costing; review concepts with vendors and SELCO Foundation.	Six concept designs reviewed and refined.
Weeks 5 to 6	Complete detailed design packages for all six; finalise materials, tools, hygiene recommendations and costs.	Six detailed design packages and tools and hygiene package submitted. SELCO Foundation approves four designs for fabrication by the end of Week 6.

Period	Key activities	Milestone / output
Weeks 7 to 9	Fabricate the four approved designs; procurement and assembly in parallel where possible.	Four units fabricated and ready for deployment.
Weeks 10 to 11	Deploy units; orient vendors; observe use; collect feedback; make minor changes.	Field testing and vendor feedback completed.
Week 12	Finalise drawings, costs, manuals and documents; hand over to SELCO Foundation.	Final report and complete handover package.

6. Selection Criteria:

SELCO Foundation will evaluate proposals on the following:

Evaluation Component	Criteria Focus	Weight
Technical approach	Understanding of informal vending, field method, design approach and feasibility within three months.	30%
Relevant experience	Proven product or industrial design, fabrication and field implementation experience.	25%
Team and fabrication capacity	Relevant team skills, field capability and access to a suitable fabrication workshop.	20%
Financial proposal and value for money	Clarity, affordability, realistic costing and value for the six designs and four implementations.	25%
Total		**100%**

7. Submission Requirements:

Interested organisations should submit a technical and financial proposal covering:

1. Understanding of the assignment and proposed approach.
2. Examples of relevant product, vending, livelihood or low-cost design work, including photographs of prototypes or products in use.
3. Proposed method for field assessment and vendor participation.
4. Approach to developing six designs and selecting four for implementation.
5. Proposed materials, fabrication approach, and tools and hygiene recommendations.
6. Team members, roles and relevant experience; details of the fabrication workshop or partners.
7. 12-week work plan with clear milestones.
8. Design-wise and implementation-wise budget, covering design fee, materials, fabrication, field visits, transport, tools and equipment, and documentation.

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 drawings, reports, design outputs and documents developed under this assignment will be the intellectual property of SELCO Foundation and will be handed over to SELCO Foundation. They may be shared publicly under an open-source licence. Any third-party or proprietary components must be named in the proposal.

9. **Payment Terms:**

Payments will be linked to SELCO Foundation's acceptance of deliverables, as below.

Instalment	Payment	Milestone
First	30%	On signing of the agreement and acceptance of the inception report and work plan.
Second	40%	On acceptance of the six design packages, detailed drawings, costing, and tools and hygiene recommendations.
Third	30%	On completion and acceptance of the four implementations, field testing, final documents and handover.

The final payment schedule and applicable tax deductions will be as per the agreement.

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 design-wise and implementation-wise budget, covering design fee, materials, fabrication, field visits, transport, tools and equipment, and documentation. State assumptions, exclusions, taxes and transport costs clearly.

11. **To apply**

Interested applicants can fill the application form here: https://forms.gle/Fuzx4JtEdj5ujHfY7 on or before **7th December, 2026, 5PM**.

Any further queries please write to procurement@selcofoundation.org with a subject line: "**Design of Affordable Street Vending Set-ups for Fish and Meat Vendors**"

Financial Proposal Template: Budget Breakdown

Applicants are requested to use this template to give a clear, item-wise breakdown of the costs of the proposed work. Please split the costs wherever possible.

Section A: Budget Head-wise Breakdown

Fill in the cost for each budget head. Add rows where needed. For fabrication and tools, show the cost per unit for each of the four selected designs.

Budget head	Details to be provided	Proposed Cost (INR)
1. Design fee	Field assessment, six design packages, detailed drawings, costing, and tools and hygiene package.	*[Applicant Input]*
2. Materials and fabrication	Materials, fabrication, assembly and finishing of the four units.	*[Applicant Input]*
3. Tools and equipment	Tools and hygiene kit supplied with each of the four units.	*[Applicant Input]*
4. Field visits	Field assessment, deployment, vendor orientation and field testing visits.	*[Applicant Input]*
5. Transport	Moving the units from the workshop to vendor sites.	*[Applicant Input]*
6. Documentation	Final report, drawings, operation and cleaning guide, photographs and handover folder.	*[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.