

Terms of Reference (TOR)

Create Pool of trained Master Trainers and Trainers for Solar Technical Training and Empanel them with SELCO Foundation

Title	Create Pool of Trained Master Trainers and Trainers for Solar Technical Training program
Timeline	3 months
Expected area of expertise	Agency with a pool of trained master trainers and trainers for solar technical training
Email and website	https://forms.gle/Zct1itQEQb2Br6cF8 (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:

Poverty and Climate change pose two of the biggest threats to our world today. In the current circumstances, the poor are also the ones hardest hit by climate change- whether because of drought affecting income from agriculture or because of cyclones and floods that result in a loss of life and property. With the onset of the pandemic, the challenges of the poor have only been compounded. Recent research shows that an additional 75 million people in India have been pushed into poverty on account of the COVID-19 induced economic crisis. With less than a decade to achieve the Sustainable Development Goals (SDGs) outlined by the UN's Agenda 2030, there is a need to focus on inclusive sectoral growth a that can address the climate change challenges of the poor. Sustainable energy-based initiatives have the potential to address these challenges.

The solar energy sector is undergoing a massive technological transformation that is set to shift the boundaries of conventional energy supply chains. There is an estimate of 370,000 jobs in the off-grid

lighting sector in Asia alone. By 2030, the entire Decentralized Renewable Energy (DRE) value chain, including sales, installation, service, appliances, and operations and maintenance—is projected to create 4.5 million jobs globally. The International Labour Organisation (ILO) has estimated that India alone could add 3 million new jobs for the renewable energy sector. The dearth of skilled workers exists across the DRE value chain, including manufacturing and assembly, sales, marketing, quality installation, operation & maintenance and financing. It's an especially big problem in remote, rural areas where lack of energy access gaps and joblessness are most severe.

The skilled individuals are needed at all level- Supply side: "Local Solar Energy Enterprises, Technicians, Designers, Service Providers, Energy Associates, NGOs" for meeting the DRE needs, Demand side: "End Users" for strong maintenance and servicing networks and Enablers: "Informed financiers", for making the solutions affordable for the poor and vulnerable community to address climate change challenges globally.

SELCO Foundation has designed a skilling program around decentralized renewable energy to provide three categories of services :

- Benchmarking of the training module / content for hands on training
- Create a pool of trained master trainers and trainers and industry for the training having the grassroots experience and well versed with regional and vernacular language
- Build partnership with multiple stakeholders for training delivery (both online & offline) in regional and vernacular languages and getting feedback about the training for the periodic updating of the training module / content

2. Goals and Objectives

- To identify, shortlist, train, certify and maintain a pool of Master trainers for different categories of solar technical training as per the guidelines across 7 regions (Assam, Meghalaya, Mizoram, Tripura, Nagaland, Arunachal Pradesh & Sikkim) (SOP Annexure 1)
- To identify, shortlist, train, certify and maintain a pool of Trainers for different categories of solar technical training as per the guidelines across 7 regions. (Assam, Meghalaya, Mizoram, Tripura, Nagaland, Arunachal Pradesh & Sikkim) (SOP Annexure 1)
- The Trained and Certified Master trainers and trainers to be empaneled by SELCO Foundation under SELCO Skill Program.

3. Scope of Work

SELCO Skills Institute intends to leverage the expertise and experience of the organizations/ agencies / companies strengthening the capacity of master trainers and trainers for solar technical training. The organizations / agencies / companies must have resources and networks to identify potential master trainers and trainers, shortlist, train and certify as per SELCO guidelines and create a pool in **Assam**, **Meghalaya**, **Mizoram**, **Tripura**, **Nagaland**, **Arunachal Pradesh & Sikkim**.

The solar technical training includes:

Solar Technical Training Category	Training Details	Target Audience
Pre-Installation	Site Assessment	Assessors - ITI / Diploma, Polytechnic,
		CEEs, Students, Technicians
	Operation & Maintenance –	End Users – Health Staff, Individual
Post Installation	Routine	Farmers, Self Help Groups, Farmer
		Producer Organisation etc.
	Service & Maintenance	Sr. Technicians, CEEs

The organizations / agencies / companies are supposed to create a pool of trained Master trainers and Trainers for different categories of solar technical training (Pre, During and Post Installation training) across **Seven States**. The organizations / agencies / companies are to maintain a certain numbers of trained Master trainers and Trainers from a particular geography and they must have resources and networks to carry out the work in **(Assam, Meghalaya, Mizoram, Tripura, Nagaland, Arunachal Pradesh & Sikkim)**

All the trained Master trainers and Trainers will be empaneled with SELCO Foundation under SELCO Skills Program. The empaneled trained and certified Master trainers and Trainers will be approached by the training delivery partners for imparting training as per their skills.

Minimum Eligibility Criteria for On-boarding Lead Trainers, Master Trainers and Trainers for the following training -

S.N	Lead Trainer,	Trainer	Qualification	Experience/Eligibility	Required Number of
0	Master	Category			Master Trainers &
	Trainers &				Trainers (State wise)
	Trainers for				
	different				
	Category of				
	Training				
			M.E/M-tech,	Minimum 10 years of	
			B.E/B.Tech/	relevant Industry	
			preferably in	Experience.	
			(Renewable		
			Energy/Electrical/Ele	Must have Solar PV	
			ctronics)	Industry/field	
			Skill Council for	experience.	
1.			Green Jobs Certified	Teaching and	
			domain expert	research experience	
			Preferred.	along with Industry	
		Lead	(The education	experience also	
		Master	qualification can be	considered.	
		Trainer	relaxed in case of		

			ovtraordinary	Should have expertise	[]
			extraordinary	Should have expertise	
			relevant field	•	
			experience)	design of the training	
				Program at various	
				levels.	
				as a Master trainer	
				and Resource person	
	Category - I			for various training,	
				advocacy and	
	Site assessor			capacity building.	
2.	for Solar PV		M.E/M-tech or B.E.	•	
	System	Master	/B.Tech preferably in		
		Trainers	Electrical/Electronics	industry experience.	Trainers
	Routine		/Renewable	Must have experience	(English + Knowledge
	Maintenance		Energy/Civil	of conducting site	of Regional Language)
	of Solar PV		Engineering.	survey for installation	
	system			of Ground/Roof	Meghalaya–2Master
			(The education	mounted solar PV	Trainers
			qualification can be	power plant.	(English + Knowledge
			relaxed in case of	Solar professionals	of Regional Language)
			extraordinary	and faculties from	
			relevant field	Industries and	Tripura– 2 Master
			experience)	academics having	Trainers
				training experience in	(English +Knowledge of
				renewable energy/	Regional Language)
				solar energy to be	
				considered.	Mizoram – 2 Master
				The candidate should	Trainers
				have effective	(English +Knowledge
				communication skill,	of Regional Language)
				Perception building	
				skills and the ability to	Nagaland – 2 Master
				empower and	Trainers
				motivate Individual.	(English + Regional
					Language)
					Arunachal Pradesh-
					2Master Trainers
					(English + Regional
					Language)
					Sikkim-2 Master
					trainers
				l	trunier5

				(English+ Regional
3.	Trainers	Diploma/B.E. /B.Tech preferably in Electrical/Electronic/ Civil Engineering.	Experience: Minimum 3 years of relevant industry experience. Should have experience of conducting site survey for installation of ground/roof mount solar PV power plant. Solar professionals and faculties from Industries and academics with training experience in solar PV. Additional Skill set: Corporate trainer on personality development, Motivational Speaker Communication Experts Image Building Trainer Perception building Influencer	Language) Assam– 3 Trainers (English+ Regional Language) Meghalaya –2 Trainers (English + Knowledge of Regional Language) Tripura– 2 Trainers (English + Knowledge of Regional Language) Mizoram – 2 Trainers (English + Knowledge of Regional Language) Nagaland – 2 Trainers (English + Regional Language) Arunachal Pradesh– 2 Trainers (English + Regional Language) Sikkim-2 Trainers (English + Regional Language)
1	Lead Master Trainer	M.E/M-Tech, B.E/B.Tech preferably in (Renewable Energy/Electrical/Ele ctronics) Skill Council for Green Jobs Certified domain expert Preferred.	Must have Solar PV Industry/field experience. Teaching and research experience	

			(The advection	Should have expertise	
			(The education		
			qualification can be		
			relaxed in case of	U U	
			extraordinary	Program at various	
			relevant field		
			experience)	as a Master trainer	
				and Resource person	
				for various training,	
				advocacy and	
				capacity building.	
2		Master	M.E/M-Tech,	Experience: Minimum	
		Trainer	B.E/B.Tech	7 years of relevant	Assam – 2 Master
	Category - II		preferably in	industry experience	Trainers
			Electrical/Electronic/		(English + Regional
	Service &		Renewable Energy.	Must have experience	
	Maintenance		The Education		
	of Solar PV		qualification can be	,	Meghalaya –2Master
	Systems.		relaxed in case of		. .
	,		extraordinary	Solar PV systems.	(English + Knowledge
			relevant field		of Regional Language)
			experience	Must have 2 years of	
			experience	training experience in	Tripura– 2 Master
				renewable energy/	Trainers
				solar energy.	(English + Regional
				solar energy.	Language)
					Language
					Mizoram – 2 Master
					Trainers
					(English + Regional
					Language)
					Nagaland – 2 Master
					Trainers
					(English + Regional
					Language)
					Arunachal Pradesh–
					2Master Trainers
					(English + Regional
					Language)
					Sikkim– 2Master
					Trainers

				(English + Regional Language)
3.	Trainer	Diploma/B.E/B.Tech. B.Tech. preferably in Electrical/Electronics / Renewable Energy The education qualification can be relaxed in case of extraordinary relevant field experience	Experience: Minimum 5 years of relevant industry experience. Must have experience on service, maintenance & troubleshooting of Solar PV systems	Assam – 2 Master Trainers (English + Knowledge of Regional Language) Meghalaya – 2 Master Trainers (English + Knowledge of Regional Language) Tripura– 2 Master Trainers (English + Regional Language) Mizoram – 2 Master Trainers (English + Regional Language) Nagaland – 2 Master Trainers (English + Regional Language) Arunachal Pradesh– 2Master Trainers (English + Regional Language) Sikkim– 2Master Trainers (English + Regional Language)

1.	Category –III	Lead	Any	Grad	duate/PG	Must have a minimum	Lead	Master	Trainer-
		Master	with	more	than 5	experience of 5 years	Soft S	skills -1	
	Lead Trainer-	Trainer	years	of Expe	erience.	as			
	Soft Skills					Soft skill			
						training/Leadership			
						Training.			
						Must have effective			
						communication skill			
						and the ability to			
						empower and			
						motivate Individual.			
						Should be a critical			
						thinker with strong			
						Interpersonal skills.			

Note: The on-boarded agency / organisation / company should have a Lead Master trainer to train master trainers

4. Deliverable

Agencies/ Companies/ Organizations are supposed to maintain a certain number of Lead Trainers, Master Trainers and Trainers for specific geography (States) and for:

Deliverable 1 (Selection)

- Detailed profile of all the **applicants for master trainers** and trainers of categories I and II are to be submitted
- Detailed profile of all **shortlisted master trainers** and trainers of categories I and II are to be submitted

Category Master Trainer	State Wise Nos. Of Trainers and Master Trainers to be trained, assessed and certified	Total Nos. Of Master Trainers and Trainers are to be trained, assessed and certified	Remarks
Category 1	Assam-2 Meghalaya-2 Mizoram –2 Nagaland-2 Arunachal pradesh-2 Tripura-2 Sikkim-2	Training of Trainers program for Master Trainers (14 nos.) to be organized on Site Assessment and Routine Maintenance.	Training of Trainer program can be organized for the given states clubbing two states together.
Category II	Assam-2	Total 3 Training of Trainers for Master	Training of Trainer program can

Deliverable 2 (ToT)

	Meghalaya-2 Mizoram –2 Nagaland-2 Arunachal pradesh-2 Tripura-2 Sikkim-2	Trainers (14 nos.) to be organized	organized for the given states clubbing two states together.
Trainers		Training No.	
Category I	Assam-3 Meghalaya-2 Mizoram –2 Nagaland-2 Arunachal pradesh-2 Tripura-2 Sikkim-2	Training of Trainers for Trainers (15 nos.) is to be organized.	TOT can be organised for the given states clubbing two states together.
Category II	Assam-2 Meghalaya-2 Mizoram –2 Nagaland-2 Arunachal pradesh-2 Tripura-2 Sikkim-2	Total 3 Training of Trainers (14 nos.) for Trainers to be organized.	TOT can be organised for the given states clubbing two states together.

5. Detailed about the TOT needs to be conducted

On-Boarded Agency must conduct Training of Training (TOT) of both Master trainers & Trainers.

TOTs are to be Organized in the following manner:

- Separate TOTs are to be conducted for Master Trainers & Trainers.
- TOT should be organized for all the shortlisted trainers & Master trainers as per SELCO eligibility criteria from the respective states (Assam, Meghalaya, Mizoram, Tripura, Nagaland, Sikkim, Arunachal Pradesh). For the Convenience of the candidates, TOT can be conducted clubbing two nearby states.
- Agency shall be responsible for the Assessment and Certification of Trainers & Master trainers along with SELCO Skill team as per SELCO Skill Program Guidelines
- The TOT shall be considered completed only after assessment and certification.

Expected Output:

All the Trained & Certified Master Trainers & Trainers to be Empaneled by SELCO Foundation under SELCO Skill Program.

The trained and certified Master trainers & Trainers will get an Opportunity to provide trainings for the SELCOInterventions.

Annexure I : Guidelines

6. Requirement:

- Agency / Company / Organization with an experience of building channel to identify potential master trainers and trainers for solar technical training
- Agency/ Company / Organizations should have the experience of imparting training to master trainers and trainers of solar technical training.
- Agency/ Company/Organization have the experience of certifying trained master trainer and trainer post training

7. Timelines:

The agency / company/ organisation will be on boarded for a **duration of 3 months**

8. Selection Criteria:

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

- The proposal and quotation should be inclusive of all necessary taxes and costs applicable.
- All relevant files, including editable versions of the deliverables, need to be provided by the agency/company/organization.
- Kindly mention your name, address, contact information along with correct bank details and signature in the proposal and quotation.
- Please ensure you have a valid GST Number, irrespective of your registered company
- SELCO Foundation is open to onboarding multiple agencies/company/organization who may be interested and/or have expertise in working in a specific geography.
- Agency/ Organisation/ Company has done the similar projects previously
- Agency/ Organisation/ Company has resources (include infrastructure + HR) to manage the program
- Agency / Organisation / Company should have Lead Master Trainers (at least 3) who can train Master Trainers and Trainers. Lead Master Trainers will be responsible for providing training to the Master Trainers & Trainers and will work closely with SELCO Skill Team in facilitating the delivery of training contents as per requirement. The detailed eligibility conditions to be a Lead Master Trainer are specified under Category I, Category II & Category III. Preference to be given to trainers having Skill Council for Green Jobs domain Certification.
- Agency/ Company/ Organisation should have the industry connects to give hands on training (Solar System Installation sites visit for hands on training)
- Preference will be given to the organizations/ agencies / companies having offices in the particular geography

- Preference can be given to an agency, provided they have regional offices or can manage all the training in all the geography simultaneously.
- The financial proposal will be evaluated based on expertise, cost, lead-time and proposed payment terms.

9. Payment Terms:

Particulars	Payment
	Details
Advance	20%
List of the Shortlisted Master Trainers for both the category I and Category II	20%
Note: If agency has been on-boarded either for category I or category II, they have to submit the report either of the two	
TOT conducted , Assessed and Certified – Master Trainers of both the category (I + II)	20%
Category 1: Master Trainers –14 Nos.	
Category II : Master Trainers – 14 Nos.	
Note: If agency has been on-boarded either for category I or category II , they have to	
submit the report either of the two	
List of the Shortlisted Trainers for both the category I and Category II	20%
Note: If agency has been on-boarded either for category I or category II , they have to	
submit the report either of the two	
Training conducted, assessed and certified- Trainers of both the category (I + II)	20%
Category 1 : Trainers – 15 Nos.	
Category II : Trainers – 14 Nos.	
Note: If agency has been on-boarded either for category I or category II , they have to submit the report either of the two	

Particulars	Remarks	Cost
	TOT should include	
TOT for Master Trainer	1. Mobilization and Shortlisting	
	2. Food, Travel & accommodation for Trainer,	
	3.Trainer charges.	
	TOT should be proposed based on number of	
	trainers to be trained.	
	TOT should include	
TOT for Trainers	1. Mobilization and Shortlisting	
	2. Food, Travel & accommodation for Trainer,	
	3.Trainer charges.	
	TOT should be proposed based on number of	
	trainers to be trained.	

Financial proposal includes following

10. 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/Zct1itQEQb2Br6cF8 on before 17th April, 2024.

Any further queries please write to <u>procurement@selcofoundation.org</u> with a subject line: "Create Pool of trained Master Trainers and Trainers for Solar Technical Training" (Name of Project)

Note: The application will be evaluated on a rolling basis.

Refer Terms and Condition:

1. Sub-contracting: In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors

2. Quality Assurance

The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.

3. Financials & Reporting

TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

4. Indemnification

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in

connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

5. Patent, Copyright and other Proprietary Rights

- (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
- (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
- (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.
- 6. Publicity, use of name & Logo of the Foundation: The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

7. Observance of Law:

- (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- (ii) The Consultant represents and warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the *Child Labour (Prohibition and Regulation) Act of*

1986, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

(iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the *Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013,* which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace

8. Termination:

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the Foundation if similarly forwarded to the registered office. Upon the termination of this contract and payment of the said fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

9. Force Majeure:

- (i) Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Consultant
- (ii) In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.
- (iii) On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- (iv) If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the

right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.

10. Both the Foundation and the Consultant fully and freely intend to create an independent Contractor relationship under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the consultant has the right to sole and exclusive control over the manner and means employed in performing their activities under this Contract.

11. Settlement of disputes:

(i) The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.