



## Terms of Reference (TOR)

### Engaging a Consulting Firm for BME (Baseline – Mid line and End line) evaluation Field Data Collection

<b>Title</b>	<b>Baseline, Mid line and End line Evaluation and Field Data Collection for livelihood interventions at approximately 3,000 sites across 15 Indian states.</b>
<b>Timeline</b>	06 weeks
<b>Expected area of expertise</b>	Field Data collection and Data Quality & Cleaning
<b>Apply Google Link</b>	<a href="https://forms.gle/Qa4wCHRgQA7PRA2k7">https://forms.gle/Qa4wCHRgQA7PRA2k7</a> (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

SELCO Foundation is a non-profit organization dedicated to field-based Research and Development and ecosystem building for the deployment of clean energy solutions aimed at alleviating poverty in tribal, rural, and urban poor areas. The organization collaborates closely with practitioners in the social sector, energy entrepreneurs, and partners from various developmental sectors. SELCO Foundation is a pioneer in delivering sustainable energy to India's underprivileged communities in a manner that fosters asset creation and long-term poverty alleviation. These sustainable energy solutions not only increase incomes but also improve the quality of life for individuals and families, ultimately leading to poverty reduction. With a mission to inspire and implement solutions that improve access to sustainable energy for underserved communities across India in a socially, financially, and environmentally sustainable manner, SELCO Foundation has been at the forefront of driving positive change.

In the last financial year (2023-2024), SELCO Foundation successfully deployed approximately 2000 Decentralized Renewable Energy (DRE) based livelihood solutions across various geographical areas including Karnataka, Odisha, Jharkhand, Northeastern states, and others. These solutions empowered rural entrepreneurs by providing them with solar energy units and solar-powered livelihood appliances, broadly categorized into three sectors: Microenterprises, Animal Husbandry, and Agriculture.

## 2. Project Goal and Objective

SELCO Foundation is seeking to engage a consulting firm to conduct baseline field data collection for the project titled "Installation Verification and Baseline Data Collection of Livelihood Interventions in 3000 Sites." The project aims to assess the impact of livelihood interventions in tribal, rural, and urban poor areas across 15 Indian states.

## 3. Key livelihood appliances with the solar energy units

Below are some of the key livelihood appliances provided alongside the solar energy units:

As part of our ongoing efforts, SELCO Foundation is conducting a baseline evaluation study, and seeking to onboard an agency for field data collection. Below are some of the key livelihood appliances provided alongside the solar energy units:

<b>Solar powered livelihood appliances</b>			
<b>Micro enterprises</b>		<b>Animal Husbandry</b>	<b>Agriculture</b>
Sewing machine	Chips making - Peeler machine	Lighting for poultry shed	Solar powered sprayer
Printer- Photocopier	Papad making machine	Egg incubator	Integrated rice huller -Cleaner, polisher, Sorter
Roti/Parotta Making Machine	Chips making – Slicer	Lighting for cow shed	Cold storage
DC fridge	Dall mill	Biodigester	Battery sprayer - charging station
Pottery wheel	Rope making	Milking machine	Irrigation pump
Laptop or Computer	Bio-metric	Bio floc - Pond Aerators	Millet processing - Huller

Eri spinning machine	Blower for puffed rice	Hydroponics	Chilly pounding machine
Customized solar inverter for existing appliance	Blunger	0.5HP Cattle washer	Pulverize machine
Blacksmith Blower	Chakli making machine	Solar powered sprayer	Oil mill / oil extractor
Atta kneader machine	Jigger jolly machine	Chicken Defeathering	Pre-cleaner & destoner
Lighting for enterprise	Lac pruner	Khoa making machine	Millet Harvester
Puffed rice machine	Mixer for Juice	Milking machine - Buffalo	Soil testing
Spice money device	Paper plate making machine		Spice grinder
Sugarcane juicer machine	power hammer		Elephant repellent
Lamination machine	Pug mill		Grading & sorting
Looms	Rava making		Slicer
Agarbatti making machine	Silk weaving		Solar dryer
Digital weighing scale	Solar powered saloon trimmer		Submersible pump
Lighting for Eatery/Food truck	Web camera		Turmeric processor

#### 4. Scope of Work

The process of on-boarding an agency or Agencies to conduct a **Baseline – Mid line and End line evaluation and Field Data Collection** from multiple locations in below tentative sites.

**4.a. The Foundation Livelihood Intervention sites listed below,  
Proposed Intervention Sites are Tentative Numbers**

Zone 1		Zone 2		Zone 3		Zone 4		Zone 5	
State	Sites	State	Sites	State	Site	State	Sites	State	Sites
Andhra Pradesh	78	Assam	90	Bihar	96	Madhya Pradesh	106	Rajasthan	78
Karnataka	1292	Manipur	86	Jharkhand	36	Maharashtra	457		
Tamil Nadu	104	Meghalaya	113	Odisha	346				
Telangana	23	Mizoram	88						
		Nagaland	7						
<b>Total</b>	<b>1497</b>	<b>Total</b>	<b>384</b>	<b>Total</b>	<b>478</b>	<b>Total</b>	<b>563</b>	<b>Total</b>	<b>78</b>

**Note:**

1. Verify the installation of solar energy units and livelihood appliances provided in 3000 project sites.
2. Conduct baseline, Midline and Endline data collection to evaluate the effectiveness of livelihood interventions in improving socio-economic outcomes.
3. Detail Site Locations are attached in [Annexure 1](#) - District wise breakup

**4.b. The consulting firm will be responsible for:**

Key Activities	Action Points
Developing Data Collection Methodology	<ul style="list-style-type: none"> <li>• Develop a comprehensive and robust data collection methodology for the baseline evaluation study including data quality assurance process</li> </ul>
Recruitment and Training:	<ul style="list-style-type: none"> <li>• Recruit enumerators, supervisors, and team leads for the field data collection team.</li> <li>• Conduct training sessions to equip the team with the necessary skills and knowledge required for effective data collection activities.</li> </ul>

Field Data Collection:	<ul style="list-style-type: none"> <li>• Visit all 3000 intervention sites within one month from the project's inception date to gather data.</li> <li>• All field team members, including enumerators, will be required to utilize their personal Android phones for data collection purposes.</li> <li>• Ensure that data collection activities are conducted accurately and in compliance with the project's requirements.</li> </ul>
Data Sharing and Tracker Updates	<ul style="list-style-type: none"> <li>• Share the data with SF on weekly basis for QC</li> <li>• Resolve the issues on real-time</li> <li>• Update the data collection tracker on daily basis</li> </ul>
Data quality Management:	<ul style="list-style-type: none"> <li>• Maintain the accuracy and completeness of data collected at each intervention site.</li> </ul> <p>Ensure that the dataset is clean, organized, and ready for analysis upon completion of data collection.</p>
Final Reports and Submissions	<ul style="list-style-type: none"> <li>• Submit compiled clean final data set, updated tracker sheet at the end</li> <li>• Submit a comprehensive report to SELCO Foundation summarizing the data collection process and any challenges encountered during the field data collection.</li> </ul>

5. Data collection specifications:

**The Questionnaire:** SELCO Foundation has developed a comprehensive questionnaire covering various aspects, and the agency is expected to adopt this questionnaire for BME data collection. The questionnaire includes the following sections:

Baseline	Midline	End-line
Appointment Section Consent form Intervention Site Details	Appointment Section Consent form Intervention Site Details	Appointment Section Consent form Intervention Site Details

Intervention Deployment Verification	Intervention Deployment Verification Functionality and Usage	Functionality and Usage
Entrepreneur Profile Enterprise Profile		
<ul style="list-style-type: none"> <li>• Production/Sales/Service Details</li> <li>• Working Hours</li> <li>• Energy Consumption, Expenditures, and Disruptions</li> <li>• Revenue, Expenditures, and Profits</li> <li>• Effects of Power Outages on Enterprise Performance</li> <li>• Drudgery, Health Concerns, Work Hazards, and Safety</li> </ul>	<ul style="list-style-type: none"> <li>• Production/Sales/Service Details</li> <li>• Working Hours</li> <li>• Energy Consumption, Expenditures, and Disruptions</li> <li>• Revenue, Expenditures, and Profits</li> <li>• Effects of Power Outages on Enterprise Performance</li> <li>• Drudgery, Health Concerns, Work Hazards, and Safety</li> </ul>	<ul style="list-style-type: none"> <li>• Production/Sales/Service Details</li> <li>• Working Hours</li> <li>• Energy Consumption, Expenditures, and Disruptions</li> <li>• Revenue, Expenditures, and Profits</li> <li>• Effects of Power Outages on Enterprise Performance</li> <li>• Drudgery, Health Concerns, Work Hazards, and Safety</li> </ul>
		Impacts Indicators

The survey form includes approximately 200 questions designed to capture both quantitative and qualitative responses. It also allows for the attachment of photographs, voice recordings, video recordings, and GPS locations, as necessary, to provide a comprehensive understanding of the data collected.

**Digital form:**

The agency is expected to design and adopt a digital data collection form that covers all the aspects discussed in the questionnaire section. The digital form should be comprehensive, user-friendly, and able to capture both quantitative and qualitative responses effectively. It should align with the content and structure of the questionnaire to ensure accurate and consistent data collection during the field activities. Additionally, the digital form should accommodate features for attaching photographs, voice records, video records, and GPS locations as needed to enhance the data collection process.

## 6. Training Program:

The consulting firm is required to organize a 4-day training program for field enumerators and supervisors, structured as follows:

- 3 days of classroom sessions led by SELCO Foundation experts on questionnaire administration.
- 1 day dedicated to field practice visits to nearby livelihood sites in coordination with SELCO Foundation.
- 1 day allocated for review and feedback sessions.

SELCO Foundation experts will lead the training sessions on the questionnaire. A field practice visit to nearby livelihood sites should be organized in consultation with SF.

Special considerations for the training program include:

- Ensuring the availability of basic infrastructure at the training venue.
- Scheduling a half-day session specifically for supervisors and the data quality management team to focus on their roles and responsibilities.
- Vehicle arrangements for visiting the field sites

The training program aims to equip field staff with the skills and knowledge necessary to effectively conduct data collection activities and ensure data quality throughout the project. Only candidates trained by the SF team should participate in the data collection process. In the event of poor data quality or dropout of trained enumerators, the agency shall organize an additional training program.

## 7. Field Data Collection Process:

<i>Broad Activity</i>	Responsibility	Specific activity
<b><i>Allocation of enumerator list and plan</i></b>	Team lead and Field supervisor	<ul style="list-style-type: none"><li>• Identify and resolve any errors in the respondents list to ensure accuracy</li><li>• Prepare district wise end-user list</li><li>• Prepare field plan for each enumerator</li></ul>
<b><i>Seeking an appointment for site visit</i></b>	Field enumerator	<ul style="list-style-type: none"><li>• Initiate a telephone call to the end-user to schedule an appointment.</li><li>• Enter appointment details in the appointment section of the tracker sheet.</li><li>• Collect proper information from the end-user to reach the site.</li></ul>

		<ul style="list-style-type: none"> <li>• If the end-user refuses to provide an appointment, ask for the reason and update the details in the tracker sheet.</li> <li>• If the contact number is unreachable, switched off, incorrect, or invalid, update the details accordingly in the tracker sheet.</li> <li>• Obtain correct end-user contact details from the SF Point of Contact and make another attempt to schedule an appointment.</li> </ul> <p><b>Note: Enumerators must not visit the site without first securing an appointment from the end-users. If contact details are inadequate, obtain prior approval from SF before visiting the site without an appointment.</b></p>
<p><b>Site visit and Data collection</b></p>	<p>Field enumerator</p>	<ul style="list-style-type: none"> <li>• Visit the site according to the scheduled appointment.</li> <li>• Obtain consent from the respondent for data collection. <ul style="list-style-type: none"> <li>○ <i>If consent is refused, conclude the interview and record applicable details in the data collection app.</i></li> </ul> </li> <li>• Collect data at the site and record responses in the survey solution app, including photographs, GPS locations, voice records and video records</li> <li>• Check for any missing information and errors.</li> <li>• Synchronize or submit the data to the server and proceed to the next site.</li> <li>• Document data collection details in the "data collection tracker sheet."</li> </ul>
<p><b>Data QC</b></p>	<p>Field Supervisor and the agency</p>	<ul style="list-style-type: none"> <li>• Quality check (QC) the received data on daily basis and provide frequent inputs to field team to reduce errors</li> <li>• Reject the data if any errors are found and ensure rectification by the respective field enumerators.</li> <li>• If rectification process requires repeat visits, take approval from SF for the same</li> <li>• Record the QC details in the QC log for documentation.</li> </ul>



<b>Data Submission</b>	the agency	<ul style="list-style-type: none"> <li>• Agency shall submit the clean data set to SF once a week for SF approval</li> <li>• Agency shall submit the compiled final clean data set at the end of the project for final payment</li> </ul>
<b>Data approval</b>	SF data management team	<ul style="list-style-type: none"> <li>• Review the received data set on weekly basis</li> <li>• Flag any errors and coordinate with the agency supervisor or agency lead for rectification.</li> <li>• Once errors are rectified, approve the data for final submission</li> <li>• Mark “completed” data in the tracker sheet to indicate its readiness for further processing.</li> </ul>

**8. Data QC parameters:**

- **Completeness:** Ensure that all required data fields are filled in for each survey response. If data is missing due to improper selection of options in skip questions, ensure the re-collection of data.
- **Accuracy:** Verify that the data entered is free from errors and accurately reflects the information collected during the survey. End-user details, addresses, GPS locations, intervention deployment, functionality status, usage of the intervention, and financial details must be accurate.
- **Consistency:** Check for consistency within the data, ensuring that responses are logical and coherent across different sections of the survey. The digital platform should have proper mechanisms to ensure data consistency.
- **Validity:** Confirm that the data collected aligns with predefined criteria and is relevant to the program objectives.
- **Reliability:** Assess the reliability of the collected data by cross-checking responses and ensuring consistency in reporting. Responses to key variables can be cross verified with photographs, voice recordings, video recordings, and GPS locations. Additionally, agencies are encouraged to establish backchecking or telephonic verification processes
- **Data Entry Errors:** Identify and rectify any errors that may have occurred during data entry processes to maintain data accuracy.
- **Outliers:** Identify and investigate any data points that significantly deviate from the norm or expected values.
- **Quality Control Log:** Agencies shall maintain a QC log for verification purposes.

## 9. Deliverables:

1. Detailed report on data collection methodology, Schedule and QC plan.
2. Training Report
3. Field Data collection
  - a. Daily updates on tracker sheet
  - b. Weekly sharing of clean data sets for SF –approval
4. Final clean data set of completed sites
  - a. Excel format
  - b. Photographs, Videos, GPS locations and Voice records
  - c. QC log
5. Final updated tracker sheet for all selected sites
6. Completion report with insights and recommendations.

## 10. Timeline

The agency is expected to complete the baseline data collection within 60 days from the date of project inception.

Activities	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6
Preparation	D1					
Training	D2	D2				
Field data collection		D3	D3	D3	D3	
Final Submission						D4/D5/D6

## 11. Selection Criteria:

The evaluation of proposals will be based on the following criteria:

- Agency's experience and expertise in conducting field data collection activities, with a preference for those with experience in livelihood, solar energy, or the developmental sector.
- Proposed methodology and approach for data collection, including the effectiveness of the strategies outlined to ensure the quality of data
- Agencies presence in the focused geographies is an added advantage

- Agency's track record and demonstrated ability to meet tight deadlines, ensuring timely completion of the project activities.
- Cost-effectiveness of the financial proposal in relation to the scope of work and deliverables outlined in the project requirements.

## 12. Budget:

Agencies are invited to submit a detailed budget proposal outlining all anticipated costs associated with training and data collection. Agencies can consider option for all Zones or specific zones where they are able to provide services.

**Use Below table of sample format for the financial proposal: - Give as the breakup of Zone Wise and State wise**

S.No	Budget Specific	Zone 5		
		Rajasthan		
		No of Days	Unit Cost	Total Cost
1	Professional Fee (With Position)			
2	Training programme cost			
3	Field Data Collection Charges (per site) - (Remuneration)			
4	Field data collection Charges - (Local travel+ DA + Stay)			
5	Developing data collection tools and translation			
6	TA & DA (Core Team)			
7	Data QC			
8	Over Head charges			
	GST %			
	<b>Total</b>			

**Note: Detail Financial proposal format are attached in [Annexure 2](#) - District and Zone wise breakup**

## 13. Payment Terms:

Fixed as per the agreement between consultant and SELCO Foundation. Agencies are required to provide your proposal and financial quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

## 14. Confidentiality

All information provided in response to this TOR shall be treated as confidential and used solely to submit the proposals.

## 15. Disclaimer

SF reserves the right to accept or reject any or all proposals received without providing any reason for such action.

## 16. Submission Guidelines:

Interested agencies should submit their proposals in Google form, Proposals should include the following components:

- A detailed data collection methodology, including strategies to ensure the data quality
- Information about the data collection team and QC team including their responsibilities
- Relevant experience
- Financial budget breakdown with Zone and State wise

## 17. 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/Qa4wCHRgQA7PRA2k7> on before **20th October, 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **“Engaging an Agency Firm for BME (Baseline – Mid line and End line) evaluation Field Data Collection”** (Name of Project)

## **Refer Terms and Condition:**

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

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

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

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.
- 5. Patent, Copyright and other Proprietary Rights**
  - (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.

- (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
- (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

**6. Publicity, use of name & Logo of the Foundation:** The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

**7. Observance of Law:**

- (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- (ii) The Consultant represents and warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the *Child Labour (Prohibition and Regulation) Act of 1986*, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- (iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the *Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013*, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace

## **8. Termination:**

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

## **9. Force Majeure:**

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

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

**11. Settlement of disputes:**

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

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