



Terms of Reference (TOR) Onboarding Consultant for “Comprehensive Agricultural Sector Analysis and Resource Mapping for Sustainable Growth in the selected districts of Maharashtra

Title	Comprehensive Agricultural Sector Analysis and Resource Mapping for Sustainable Growth in the selected districts of Maharashtra
Timeline	03 Months
Expected area of expertise	<ul style="list-style-type: none">• Agriculture /Agri Business/Government programmes• Knowledge Team in Site Assessment and Problem statement• Agri Market linkages, Documentation and Report Making
Email and website	procurement@selcofoundation.org https://selcofoundation.org/consultancy/
Apply Link	https://forms.gle/ZCo1aetrohzLDb2v7 (Contact Procurement for Form Link)
Last Date of Application	27th May 2025

About SELCO Foundation:

SELCO Foundation's mission is to create a platform of solutions that uses sustainable energy as a catalyst to link environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies where all communities have access to essential services. SELCO Foundation's Agri & Allied program focuses on empowering farmers and rural communities through sustainable agriculture practices, thereby creating an impact in terms of improved energy-efficient technology, increased crop yields, enhanced livelihoods, and reduced carbon footprint. To know more about SELCO Foundation, visit www.selcofoundation.org.

1. Summary of the project:

This project seeks to provide a comprehensive analysis of the agricultural sector within selected districts, with the goal of supporting informed decision-making for stakeholders, including policymakers, agricultural professionals, investors and entrepreneurs. By focusing on various aspects of the agricultural landscape, the project aims to create a clear, data-driven overview of current conditions, trends and opportunities for future growth in the region.

The Research involves creating a detailed document on the **cropping patterns** and the overall **agricultural industry scenario** in the selected districts. This will include a thorough mapping of the crops typically grown, their seasonal variations and the land-use patterns across the region. Such insights are crucial for understanding the agricultural strengths and weaknesses within the district. Additionally, the project will delve into the agricultural industry's state, exploring key areas such as infrastructure, farming techniques, agro-processing and the agricultural supply chain. By providing a detailed overview, the report will identify both challenges and opportunities within the agricultural sector and will help stakeholders understand the potential for diversification and growth.

The support from government to agriculture plays key role in shaping the economy, understanding the schemes and kind of support given to agriculture by both state and central government - **detailed mapping of state and central government schemes** that are relevant to agriculture. These schemes include both pre-farm activities, such as financial and technical support for inputs and post-harvest activities, like storage, marketing and transportation solutions. The mapping will include a comprehensive list of these government initiatives, with clear details on their implementation processes, eligibility criteria, application steps and other important information. The goal is to provide farmers and agricultural businesses with accessible information on how to leverage these schemes for improved productivity and growth. Also, expected to provide 20 potential leads for each district for unlocking finance and to work with them, for the implementation of DRE driven solutions. These leads will be actively engaged to explore opportunities for unlocking finance and collaborating on the implementation of Decentralized Renewable Energy (DRE) solutions. The aim is to facilitate on-ground deployment of DRE technologies by assessing the financial viability and practical integration of these solutions within the local context.

Another key aspect of the project is the analysis of **Priority Sector Lending (PSL)** trends over the past three years in the selected districts. PSL refers to the allocation of credit to vital sectors like agriculture, which play a significant role in local economic development. By studying the trends in PSL, the project will assess how financial institutions have distributed credit to the agricultural sector and evaluate the effectiveness of government policies aimed at supporting financial inclusion in rural areas. This analysis will highlight gaps in credit flow, areas of improvement and the overall impact of PSL on the region's agricultural growth.

A crucial aspect of the project is the **institution mapping** which will identify and document key organizations within the selected districts. These institutions include government agencies, financial institutions, agricultural extension services, research bodies and training centres. The mapping will provide contact details, services offered and target beneficiaries of each institution, creating an accessible directory for farmers and entrepreneurs to quickly find relevant support. This resource will facilitate improved access to necessary services and resources, fostering a more collaborative environment for agricultural development.

The project will explore **clean energy initiatives** in agriculture within the selected districts. This includes identifying renewable energy solutions such as solar-powered irrigation systems, solar drying technologies for crops, biogas plants for waste-to-energy applications and wind energy projects. The goal is to document and highlight how these clean energy solutions are being integrated into agricultural practices to reduce costs, lower carbon emissions and enhance sustainability. By mapping these

initiatives, the project will showcase the potential for expanding the use of clean energy in agriculture, ultimately contributing to the region's environmental and economic resilience.

The project also involves mapping the ongoing activities under the **National Rural Livelihoods Mission (NRLM) and State Rural Livelihoods Missions (SRLM) that are related to agriculture**. This mapping exercise will provide valuable insights into the current landscape of agricultural livelihoods, enabling a more informed assessment of the existing conditions. These insights will serve as a foundation for future planning and will support the development of a district-specific strategy.

Finally, the project involves **mapping of sustainable agricultural practices across various crops in the district, with a macro-level overview centered around the major crops**. This aims to capture a broader understanding of current farming techniques, inputs and approaches that align with sustainability principles. Special emphasis to be placed on conducting a macro-level analysis focused on the district's major crops. The insights gained will help informed targeted interventions and strategic planning for enhancing sustainable agriculture in the region

In conclusion, this project aims to provide a thorough, data-driven understanding of the agricultural sector in the selected districts. By addressing key areas such as cropping patterns, government schemes, PSL trends, institution mapping and clean energy adoption, the project will equip stakeholders with critical insights for informed decision-making. It will not only help to improve existing agricultural practices but also provide a foundation for sustainable growth and development in the region.

2. Scope of work:

- 1. Analysing cropping patterns and the agricultural industry landscape in the chosen districts, along with identifying emerging and popular agri-business opportunities in those areas:** This study aims to comprehensively understand the agricultural landscape of selected districts by analysing cropping patterns—such as the types of crops grown, seasonal cycles and land use practices—alongside evaluating the current status of the agri-industry, including infrastructure, processing units and supply chains. Additionally, it focuses on identifying emerging and trending agri-business opportunities like organic farming, AgriTech innovations, value-added production and export-oriented agriculture.
- 2. A district-wise overview of all central and state agri schemes—covering farm to post-harvest—highlighting how they are implemented, who can apply, how to apply and key procedural details:** This involves a comprehensive mapping of all pre-farming and post-harvest schemes supported by both state and central governments. It should also provide complete information on the implementation process of each scheme, including eligibility requirements, the step-by-step selection procedure, application methods and related guidelines. Overall, the aim is to create a detailed reference guide that serves as a complete resource for farmers and other end users to understand and navigate the scheme application processes. Also, it is expected to provide at least 20 potential leads for unlocking finance and for further implementations.

3. **An analysis of priority sector lending and its trends over the past three years in the districts:**
This involves examining how banks and financial institutions have allocated credit to key sectors like agriculture, small-scale industries, microenterprises, education and housing. Over this period, the focus has been on understanding how lending patterns have shifted, which sectors have seen growth in financing and where there may have been declines or stagnation.
4. **Institutions mapping with contact details:** This involves creating a directory of key organizations and service providers in the region, including government agencies, financial institutions and agricultural services. The mapping will include essential contact details like names, addresses, phone numbers and emails, as well as information on the services offered, target beneficiaries and operating hours. This directory will serve as a valuable resource for stakeholders, enabling easier access to services and promoting better communication between institutions and the local community.
5. **Any clean energy initiatives in the districts pertaining to agriculture:** This involves identifying clean energy initiatives in the selected districts, particularly in agriculture, where renewable solutions like solar, wind and biogas are used to make farming more sustainable and cost-effective. These initiatives reduce reliance on traditional energy sources, lower costs and minimize environmental impact, helping farmers improve efficiency while promoting eco-friendly practices.
6. **Mapping of NRLM/SRLM activities related to agriculture in the selected districts** – this helps to better understand the current focus of the district officials and plan accordingly.
7. **Mapping of sustainable agricultural practices across various crops in the district, with a macro-level overview centered around the major crops.**

Focused Districts: Sindhudurg, Pune, Solapur, Nashik, Nagpur of Maharashtra

3. Deliverables:

Each and every district to include all these mentioned set of deliverables.

1. Comprehensive reports capturing:

S.No	Deliverables	Key Activates
1	Cropping pattern and Agri industry scenario	District wise cropping pattern describing on the crops which are grown across the season. FPO mapping etc.
		Agri industry scenario. Different industries based on Crops

2	Listing of All state and central government schemes implemented across the district	Scheme details and process of unlocking, nuances, scheme performance etc.
3	Priority sector Lending and its trends	Areas of lending and segmental allocation district wise including for sustainable practices.
4	Upcoming and trending Agri businesses across each district	Mapping Various Agri Businesses and Technologies involved, list of businesses and technology involved in with brief outline.
5	District wise institutions mapping with contact details	JDA, DDH, DIC, ZP, LDM, NABARD DDM, SRLM and its block level officers etc. Scheme wise office mapping with contact details.
6	Clean energy practices across the agriculture	organic agriculture, natural farming, clean technologies across food processing
7	NRLM and SRLM (umed)	SHG group's activities related to agriculture, food processing etc
8	Leads at least 20 in each district for unlocking the schemes and finance.	List of applicants for schemes, Progressive farmers etc with whom we can unlock bank finances.
9	Mapping of sustainable Agri practices across the crops in the districts, bird eye view from the Major crop	To map out the sustainable agricultural practices with special focus on major crops.

2. **Presentation Deck:** A concise summary of key findings and recommendations, suitable for dissemination to internal and external stakeholders.
3. **Raw and Processed Data Sets:** All quantitative and qualitative data collected, cleaned, and appropriately anonymized, along with coding schemas or metadata explanations where relevant.
4. **All photographs from the field.**

Indicative methodology:

The study must be grounded in primary research and extensive field validation across five identified districts.

The selected agency is expected to:

- Conduct on-ground primary research through key informant interviews, focus group discussions, and field visits with stakeholders including FPOs, SHGs, financial institutions, line departments etc.
- Validate all insights and deliverables on field – secondary data may inform background understanding but cannot substitute field-verified insights.

- Use a mixed-methods approach combining quantitative data (e.g., credit flow patterns, viability of DRE models) and qualitative narratives (e.g., pain points, stakeholder aspirations).
- Leverage district-level networks and mobilize local enumerators, translators, or community intermediaries where necessary to ensure robust, context-sensitive data collection.
- Document fieldwork with transparency, including metadata on who was interviewed, when, and where.

4. Requirements:

Interested agencies must meet the following minimum eligibility requirements:

- **Experience in Field-Based Research:**
At least 3 years of experience conducting primary research in rural and/or underserved geographies, preferably in sectors related to decentralized renewable energy, agriculture, or livelihoods.
- **Thematic and Geographic Expertise:**
Prior work in similar thematic areas and demonstrated familiarity with the socio-economic and agro-ecological contexts of the proposed districts.
- **Dedicated Field Teams:**
The agency must have or be able to deploy 1–2 trained researchers per district, familiar with the local language, geography, and agricultural ecosystem.
- **Pre-established Networks:**
Prior or ongoing collaborations with FPOs, NGOs, SHGs, or local government departments in the target districts will be considered an advantage. This will enable smoother access to stakeholders and local data.
- **Clear Tools and Templates:**
Demonstrated capacity to design and deploy effective research tools that are contextualized to the geography and study objectives.
- **Realistic Field Strategy:**
A strategic and focused field plan, such as prioritizing key blocks within districts (rather than full-district coverage), is expected. Proposals should outline how site selection will balance representation and feasibility.
- **Project Management Capacity:**
The agency must have a central coordination team responsible for managing timelines, data quality, and regular communication. Field teams should work in parallel, and tight project management is essential for timely delivery.
- **Data Management and Documentation:**
Proven ability to manage and deliver clean, structured datasets, along with well-written reports and presentations in English. Ethical data practices and security protocols must be followed.

5. Selection Criteria:

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

- All relevant files, including editable versions of the deliverables, need to be provided by the Agency / Consultant.
- Ability to bring innovative and effective approaches to training module development, ensuring engagement and knowledge retention.

- A clear and comprehensive proposal that outlines the approach, methodology and deliverables for each module.
- Provide references from previous clients or partners, along with testimonials that speak to the quality and impact of the training modules developed.
- The Agency / Consultant should have experience handling similar projects, assignments, contracts & challenges.
- The proposals submitted by the Agency / Consultant will be evaluated and examined by an expert in-house committee. The final selection will rest with the competent authority of the SELCO Foundation.
- Kindly mention your name, address, contact information along with correct bank details and signature in the proposal and quotation.
- The financial proposal will be evaluated based on expertise, cost, lead-time and proposed payment terms.

6. Timelines:

The Consultant will be Onboarded for this project period of **03 months**, during which the Consultant is required to complete and deliver all the assigned tasks. The period mentioned is subject to changes based on the project's complexity and scope of the work.

SL No	Activities/Sub Activities	Timeline
1	Submission of Detailed Work Plan	3 days after signing the contract
2	Submission final report of at least 3 districts with all the deliverables	2 nd Month
3	Submission of deliverables of all the selected districts	3 rd Month

- Weekly check-in meetings between the SELCO Foundation team and the agency to review progress, flag challenges and align on next steps.
- All research tools (questionnaires, FGD guides, etc.) must be submitted for review and approval by the SELCO Foundation team before deployment. This is non-negotiable and should be factored into the agency's planning.
- Fieldwork planning must be communicated at least two weeks in advance. SELCO Foundation team members will accompany the agency's field team at select locations.
- The agency must remain responsive and communicative throughout, maintaining transparent documentation of progress and any deviations from the proposed schedule.

7. Financial Proposal:

- The financial quote should include costs for all the Deliverables with detail breakup
- Kindly mention your name, address, contact information along with correct bank details and signature in the agreement quotation.
- Please note that the prices quoted by the consultant are firm, final, and binding and not subject to variation on any account.

8. Sample Format for Submit Financial proposal:

Financial Proposal Breakup				
S.No	Budget Specific as per Deliverables	No of Document	Unit Cost	Total Cost
1	Designing the methodology and conduction Research (Cost of deliverables outlined above all districts)			
2	Compiling the data and Report making (Cost of deliverables outlined above all districts)			
3	Other charges			
4	Videos, Photos and Documents			
5	Travel and Logistics			
6	Tax (if Applicable)			
	Total			

9. Payment Terms:

The consultancy fee would be paid against the deliverables submitted. There will be 3 total payment instalments as follows:

40% - First payment installment	Invoice to be submitted Against Signing of contract
30% - Second payment installment	Invoice to be submitted based on report of problem statement, Report of Strategy development, and Capacity Building activity.
30% - Third payment installment	Invoice to be submitted based on Completion of All deliverables and Approval by SELCO Team.

Note:

- Deliverable based payment release.
- The quotation is inclusive of all necessary taxes and applicable costs.
- Other than the proposed amount, no additional amounts will be paid for fuel, phone charges, etc.
- Deliverables need to be submitted as per the given timeline or before the expected date.
- Consultancy fees must showcase all inclusions and exclusions.

10. To apply

Interested individuals, with relevant experience (please include portfolio and links of relevant work) are requested to reach out with a Statement of Purpose giving a brief on how the opportunity aligns with their goals, including budgets (with break-ups and explanation), timelines and milestones and submit the same to the google form <https://forms.gle/KNzYcBZRFPdEgFBd6> on **before 27th May, 2025.**

Any further queries please write to procurement@selcofoundation.org and copy to gouse@selcofoundation.org with a subject line: **Onboarding Consultant for “Comprehensive Agricultural Sector Analysis and Resource Mapping for Sustainable Growth in the selected districts of Maharashtra ”**

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:

The Contractor 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 Foundation and during the term of Agreement.

Child Labour- The Contractor 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 Contractor 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 Labour- Contractor 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 Contractor to its staff and employees in accordance with applicable laws including the Minimum Wages Act, 1948.

Declaration of blacklisting- Contractor 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 Contractor further undertakes to duly inform SELCO in the event it is blacklisted subsequent to execution of this Purchase Order/Work Order.

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

- 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.