



Terms of Reference (TOR) for Consultancy Services

Title	Market linkages include branding, Digital Marketing and Backward and forward Linkage integration
Timeline	3 months
Expected area of expertise	<ul style="list-style-type: none"> • Strong understanding of strategies to improve cold storage utilization, operational efficiency, and enterprise profitability for rural end users. • Familiarity with farmer ecosystems, FPOs, and local agri-value chains, including the socio-economic challenges affecting cold storage adoption and sustainability. • Ability to design business model strengthening and upskilling approaches that leverage local production patterns, market demand, and existing stakeholder networks for sustainable cold storage operations. • Experience in engaging end users, farmer groups, and local entrepreneurs through inclusive training, advisory support, and capacity-building initiatives that address knowledge gaps in post-harvest management, storage practices, and market access. • Integrate continuous community feedback and adaptive planning to ensure that livelihood enhancement strategies remain relevant, effective, and community-driven
Apply Link	https://forms.gle/gVFHG2hLN26kD24UA (Contact Procurement for Form Link)
Last Date for Apply	25th April 2026

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/>)

• About the Programmes:

In India, post-harvest losses amount to nearly INR 1,52,970 crores annually, underscoring the urgent need for effective, decentralized solutions. Reducing these losses is critical for strengthening food security, improving farmers' incomes, and minimizing environmental waste. Cooling infrastructure—particularly cold storage at the farm gate—plays a pivotal role in

extending the shelf life of perishable commodities, preventing distress sales, and enabling farmers to access better market opportunities.

Recognizing the environmental and economic implications of post-harvest losses, SELCO Foundation has supported the installation of 133 solar-powered cold storage units across 15 states in India. These systems aim to help farmers preserve produce quality, reduce spoilage, and stabilize incomes through improved storage and market timing.

However, a number of these units require strategic reorientation to improve utilization, strengthen business models, and ensure long-term financial sustainability. Building on this need, the proposed program will focus on **30 solar-powered cold storage units** to enhance operational efficiency, profitability, and market integration.

The program will undertake a comprehensive assessment of each selected cold storage unit, including:

- Current utilization patterns and operational performance
- Existing business models and revenue streams
- Market linkages and stakeholder ecosystem
- Key challenges contributing to underperformance

Based on the assessment, the initiative will design and implement structured interventions aimed at transforming each cold storage into a viable and profitable venture. The scope of work will include:

- 1. Marketing Linkages and Promotion Support**
 - a. Branding development for individual cold storage units
 - b. Digital marketing support and visibility enhancement
 - c. Identification and connection with local buyers, aggregators, FPOs, traders, and institutional markets
- 2. Business Model Strengthening and Backward-Forward Linkage Integration**
 - a. Strategy development for procurement and aggregation (backward linkages)
 - b. Market access and distribution channel strengthening (forward linkages)
 - c. Financial planning and revenue optimization strategies
- 3. Training and Capacity Building of End Users and Stakeholders**
 - a. Training on cold storage operations and maintenance
 - b. Post-harvest management best practices
 - c. Quality grading, storage protocols, and inventory management
 - d. Business planning, record keeping, and enterprise management
 - e. Stakeholder engagement and negotiation skills
- 4. Documentation and Knowledge Development**
 - a. Development of case studies for 30 cold storage units
 - b. Preparation of concise one-page documentation capturing operational models, learnings, impact, and replicable insights

The program aims to systematically identify the root causes of underperformance, enhance utilization levels, and build the entrepreneurial capacity of end users. By integrating advisory support, market linkage facilitation, and structured training interventions, the initiative seeks to

improve productivity, operational efficiency, and income generation for farmers connected to these cold storage units.

To ensure effective implementation, SELCO Foundation proposes onboarding a consultant to deliver **Market linkages include branding, Digital Marketing and Backward and forward Linkage integration** with the overarching objective of making each of the 30 cold storage units a financially viable and scalable enterprise.

- **Objective:**

The objective of this engagement is to enhance the utilization, operational efficiency, and financial sustainability of 30 solar-powered cold storage units supported by SELCO Foundation. The initiative aims to strengthen business models, enable effective backward and forward market linkages, and improve market access through branding and digital marketing interventions.

Additionally, the project seeks to build the technical and entrepreneurial capacity of end users, reduce post-harvest losses, and improve income realization for farmers by transforming these cold storage units into viable, scalable, and community-driven livelihood enterprises.

- **Scope of Work**

- **1. Assessment & Problem Identification**

Conduct detailed, participatory site-level assessments for all 30 cold storage units (physical visits preferred; virtual where necessary).

Key Focus Areas:

- Operational and utilization status
- Ownership and management structure
- Business model gaps
- Strategic location analysis
- End user awareness and capacity gaps
- Commodity storage pattern and seasonality
- Market access bottlenecks
- Any other technical or non-technical constraints

2. Strategy Development for Enhancing Utilization & Business Reorientation

- **Activity:**

Based on the assessment findings, develop a customized strategy for each cold storage unit to enhance utilization and profitability.

- **Scope Includes:**

- Development or refinement of business models (including backward and forward linkage integration).
- Designing site-specific utilization enhancement plans.
- Developing structured training content tailored to technical and non-technical gaps.
- Reorienting the enterprise approach using SMART principles (Specific, Measurable, Achievable, Relevant, Time-bound).

3. Training & Capacity Building

- **Activity:**
Provide structured training and advisory support to end users and associated stakeholders.
- **Training Areas:**
 - Technical aspects: cold storage operations, maintenance, commodity handling, quality management.
 - Non-technical aspects: enterprise management, financial planning, record keeping, pricing strategies.
 - Strengthening backward and forward market linkages.
 - Branding, digital marketing, and business promotion.

4. Market Linkage & Branding Support

- **Activity:**
Strengthen market integration and visibility of each cold storage enterprise.
- **Scope Includes:**
 - Identification of stakeholders in the vicinity (buyers, traders, FPOs, aggregators, institutional markets).
 - Connecting at least 3 potential stakeholders per unit to the end user.
 - Supporting branding and digital marketing initiatives.
 - Facilitating promotional activities and improving product positioning.

5. Documentation & Knowledge Development

- **Activity:**
Capture learnings and success pathways for replication and scale.
- Development of detailed case studies for all 30 cold storage units.
- One-page summary document per unit highlighting model, challenges, strategy, and outcomes.

Sl. No	Key Activity	Deliverable	Nos.
1	Site Assessment & reporting	<ul style="list-style-type: none"> • Conduct detailed site-level assessment of 30 solar-powered cold storage end users to evaluate current utilization, operational efficiency, and business performance. • Submission of Site Assessment Report for 30 Cold Storage Units and End Users 	30 Cold Storages
2	Branding & Digital Marketing	<p>Provide customized collaterals:</p> <ul style="list-style-type: none"> • Logos, labels, signage, flyers, social media kits, packaging designs • Facilitate basic digital onboarding (e.g., WhatsApp Business, Google Business, Facebook Pages) • Support enterprises in applying for legal compliance like FSSAI, Udyam, and other certifications • Documentation of promotional activities undertaken 	30 Cold Storages
3	Strategy for Backward & Forward Linkage Integration and Business Model Strengthening	<ul style="list-style-type: none"> • Stakeholder mapping list (buyers, traders, FPOs, aggregators, institutions) • Minimum 3 market linkages facilitated per cold storage • Clear action plan with defined timelines and responsibilities • Site-wise utilization enhancement strategy (1 PPT per unit) • 3-page Strategic Document per unit with amended business model (for 30 cold storages) 	30 Cold Storages
4	Training & Capacity Building with Stakeholders	<ul style="list-style-type: none"> • Technical training on cold storage operations and post-harvest management • Non-technical training on enterprise management, pricing, record keeping, and market engagement • Training materials, toolkits, and templates • Training completion report with attendance documentation and photos of the training 	30 Cold Storages

5	Case Study & Documentation Development	<ul style="list-style-type: none"> • Detailed case study for each cold storage • One-page summary document per unit • Consolidated final report capturing learnings, impact, and recommendations 	30 Cold Storages
6	Reporting & Monitoring	<ul style="list-style-type: none"> • Monthly progress reports • Final consolidated project completion report 	Project Duration

- **Roles and Responsibilities**

- Conduct site assessments to analyze utilization, operations, business models, and market gaps across 30 cold storage units.
- Develop unit-specific strategies to improve utilization, profitability, and sustainability.
- Strengthen backward and forward linkages by identifying stakeholders and facilitating market connections.
- Support branding, digital marketing, and visibility enhancement of cold storage enterprises.
- Enable digital onboarding and assist with relevant certifications (e.g., FSSAI, Udyam).
- Design and deliver training on technical (operations, post-harvest) and non-technical (business, financial) aspects.
- Provide ongoing advisory and handholding support to end users during implementation.
- Develop case studies, summary documents, and a final consolidated report.
- Submit regular progress reports and maintain proper documentation of all activities.
- Ensure quality, accuracy, and timely delivery of all agreed outputs.

- **Selection Criteria:**

The agency will be selected based on: (Below Table is only for E.g. You can create based on your project)

<i>Evaluation Component</i>	<i>Criteria Focus</i>	<i>Weighting (%)</i>	<i>Required Evidence in Proposal</i>
1. Strategic Insight & Systems Narrative	<i>Understanding of cold storage ecosystem, post-harvest challenges, and approach to improving utilization, business models, and market linkages (backward & forward integration)</i>	30	<i>Detailed methodology, problem understanding, proposed approach, sample frameworks/strategy documents</i>

2. Full-Spectrum Content Execution Capability (HR Allocation)	<i>Ability to deliver end-to-end services including assessment, training, branding, digital marketing, and documentation with adequate team capacity</i>	25	<i>Team structure, roles & responsibilities, CVs/profiles, work plan, resource allocation plan</i>
3. Adaptability and Innovation (Part 4)	<i>Flexibility in approach, context-specific solutions, use of innovative tools for market linkage, digital enablement, and community engagement</i>	20	<i>Proposed innovative approaches, tools/platforms to be used, examples of adaptive implementation in similar projects</i>
4. Relevant Sector Experience & Team Profile	<i>Experience in working with FPOs, rural enterprises, cold chain, agri-value chains, and community-based livelihood projects</i>	25	<i>Past project experience, case studies, client references, portfolio of similar work</i>
TOTAL		100%	

Kindly note that SELCO Foundation may onboard one or multiple consultants/agencies under this Terms of Reference (TOR), based on project requirements and evaluation outcomes.

- **Submission Requirements:**

Interested collaborators (individuals, teams, or agencies) are requested to submit the following by before deadline

1. **Organizational/Individual Profile:** Overview of your team/experience.
2. **Proposed Approach:** A brief document outlining your understanding of the CSP Fellowship and your proposed strategy to execute the SOW, focusing on narrative-led communication.
3. **Relevant Portfolio:** Examples of previous work in the development sector, complex issue advocacy, or narrative design (especially for fellowships or systemic change initiatives).
4. **Financial Proposal:** Detailed quotation for the execution of the entire scope of work.

Please ensure your application directly addresses your capability to own the end-to-end execution of communication design across strategy, production, and dissemination. Agencies are asked to account for flexibility in terms of time allocation or the number of deliverables for the required scope of work which is possible in the given duration of the campaign.

Note: Applicants are required to submit **applications to apply in the link**. Each application should detail the plan, methodology, and deliverables specific as per the requirement mention in the scope of work.

- **Intellectual Property**

All final outputs, templates, and visual assets created under this engagement will be the intellectual property of SELCO Foundation and will be freely available for public sharing under an open-source license.

- **Payment Terms:**

It will be deliverable-based, with quarterly payments made in accordance with the terms agreed upon between the consultant and SELCO Foundation. Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

- **Application Process**

If your enterprise meets the eligibility criteria and is interested in collaborating with the SELCO Foundation, please complete the application form linked below with the required information. Agency / Consultant are requested to upload their technical proposals and financial quotations directly into the application form.

Provide split costs as per deliverables based:

Please provide your proposal and quotation as per deliverables based and mentioned program requirements. Capture Timelines and Split cost wherever possible.

- **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/gVFHG2hLN26kD24UA> on before 25th April 2026.

Any further queries please write to procurement@selcofoundation.org with a subject line: "Market linkages include branding, Digital Marketing and Backward and forward Linkage integration".

Financial Proposal Template: Budget Breakdown & HR Allocation

Collaborators are requested to use this template to provide a transparent breakdown of the costs associated with the annual contract.

Section A: Strategic & Foundational Work (Lump Sum)

This section covers the initial, high-value strategic work, which is typically billed as a one-time setup fee or included in the first-month retainer.

<i>Deliverable (Part 1 & 4)</i>	<i>Estimated HR Days Required</i>	<i>Key Personnel (e.g., Narrative Lead, Strategy Director)</i>	<i>Proposed Cost (Lump Sum/Setup Fee)</i>
<i>1.1 Narrative Strategy Development (Context Setting, Messaging Framework)</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>1.3 Branding & Asset Management (Template Creation, Guidelines Review)</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>4.2 Measurement & Adaptive Learning System Setup (Tracking, Reporting Framework)</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>TOTAL STRATEGIC SETUP COST</i>			<i>[Collaborator Input]</i>

Section B: Recurring Deliverables (Monthly/Quarterly Unit Cost)

This section breaks down the monthly recurring costs based on the quantifiable deliverables defined in Parts 2 and 3. The final annual cost will be the **Monthly Cost x 12 months**.

<i>Deliverable / Unit of Output</i>	<i>Frequency (Monthly Qty)</i>	<i>Estimated HR Hours/Unit</i>	<i>Key Personnel (e.g., Writer, Designer, SM Manager)</i>	<i>Cost Per Unit (INR)</i>	<i>Total Monthly Cost</i>
<i>Social Media Posts/Graphics</i> (4 per month: Foundational Context)	4	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>Social Media Announcements/Features</i> (2 per month: Fellow/Mentor profiles)	2	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>Fellow Journey/Progress Updates</i> (6 per quarter \rightarrow 2 per month)	2	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>Curated/Amplified Partner Content</i> (2 per week \rightarrow 8 per month)	8	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>Monthly Content Calendar & Report</i> (1 per month)	1	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>CSP Network Newsletter</i> (1 per month)	1	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]

Field-Driven Case Study Blog (1 per month)	1	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
Fellow Narrative Arc/Reflection Blog (2 per quarter \$ \rightarrow \$ 0.67 per month)	0.67	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
Thought Leadership Article (1 per quarter \$ \rightarrow \$ 0.33 per month)	0.33	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
Content Repurposing (4 assets per long-form unit \$ \rightarrow \$ 6 per month)	6	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
SUB-TOTAL MONTHLY DELIVERY COST					[Collaborator Input]

Section C: HR Allocation & Management

This section summarizes the key personnel and their monthly time dedication to the CSP account.

Role/Personnel Title	Description of Responsibility	Monthly Time Allocation (e.g., 20 days/month, 80 hours/month)	Monthly Retainer/Salary
Narrative Lead / Account Manager	Overall strategy, client communication,	[Collaborator Input]	[Collaborator Input]

	<i>ensuring narrative fidelity.</i>		
Senior Content Writer / Editor	<i>Long-form content production (Blogs, Case Studies, Newsletters).</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
Social Media Specialist	<i>Execution, scheduling, performance reporting, community management.</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
Graphic Designer	<i>Visual asset creation for social media and templates.</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
TOTAL MONTHLY HR ALLOCATION			<i>[Collaborator Input]</i>

Section D: Total Contract Value Summary (Annual)

Description	Amount
A. Total Strategic Setup Cost (Lump Sum)	<i>[Collaborator Input]</i>
B. Total Annual Delivery Cost (Section B Monthly Cost x 12)	<i>[Collaborator Input]</i>
C. Total Annual HR/Management Cost (Section C Monthly Cost x 12)	<i>[Collaborator Input]</i>

<i>D. Contingency/Innovative Engagements (e.g., 5% of B+C)</i>	<i>[Collaborator Input]</i>
<i>E. TOTAL PROPOSED CONTRACT VALUE (A + B + C + D)</i>	<i>[Collaborator Input]</i>

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

Refer Terms and Condition:

1. Sub-contracting:

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

2. Quality Assurance

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

3. Financials & Reporting

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

4. Indemnification

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

5. Patent, Copyright and other Proprietary Rights

- i. Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
- ii. Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
- iii. The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- iv. Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

6. Publicity, use of name & Logo of the Foundation:

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

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

Child Labor: The Consultant will, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Child Labour (Prohibition and Regulation) Act of 1986, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

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

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

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

Compliance with Anti-bribery Laws: Consultant and each of its directors, officers, employees, agents or other (collectively referred to as "Consultant") represent and warrant that it shall not either directly or on behalf of SELCO Foundation give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an Intent to influence any act or decision in his or her official capacity Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official 's influence improperly to affect or influence an act or decision.

The Consultant shall not provide any offering, promising, giving or receive, solicit or accept a financial or other advantage, or any other thing of value, with the intention of influencing or rewarding the behaviour of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.

The Consultant understands and acknowledges that any non- adherence to the warranty as stated herein above will be violation of the provisions of the Indian Prevention of Corruption Act,1988 and other applicable laws and legislations ("Anti-bribery Laws").

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

Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH): The Consultant shall agree to adhere to the mandates prescribed under the Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace.

8. Termination:

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such

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

9. Force Majeure:

- i. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Consultant
- ii. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.
- iii. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- iv. If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.
- v. Both the Foundation and the Consultant fully and freely intend to create an independent Contractor relationship under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the consultant has the right to sole and exclusive control over the manner and means employed in performing their activities under this Contract.

10. Settlement of disputes:

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

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