



Terms of Reference (TOR) for Consultancy Services

Title	Engagement of an Agency for Driving Sustainable O&M through Digital Capacity Building & Practice Monitoring
Timeline	4 months
Expected area of expertise	Digital capacity building, Training design & delivery, Learner tracking & Analytics, Post training monitoring, Rural / low connectivity implementation, Multilingual Delivery
Apply Link	https://forms.gle/uvQp3Vcmjxr1FAH9 (Contact Procurement for Form Link)
Last Date for Apply	15th June 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/>)

1. About the Programmes:

Access to reliable electricity is essential for the effective functioning of healthcare facilities, particularly in remote and underserved regions. Through its Energy for Health initiative, SELCO Foundation has enabled access to reliable power by deploying solar photovoltaic (PV) systems across rural health facilities, ensuring uninterrupted energy for critical services such as vaccine storage, diagnostics, and emergency care.

The long-term sustainability of these systems depends on consistent and effective Operation and Maintenance (O&M) practices at the facility level. To address this, SELCO Foundation has been actively conducting structured training programs to build the capacity of healthcare staff and local operators in basic system upkeep, preventive maintenance, and issue reporting.

As installations expand across multiple geographies, ensuring consistent adoption of O&M practices, ongoing refresher learning, and effective tracking of post-training applications becomes increasingly challenging. There is a need to complement existing training efforts with a digitally enabled approach that supports continuous learning and systematic tracking of key O&M practices.

In this context, SELCO Foundation seeks to implement a Digital O&M Training and Monitoring Program that integrates digital training with structured monitoring of O&M practices to enable continuous learning, reinforce routine maintenance, and support sustained performance of solar installations.

This program will be piloted across 97 health facilities in East Khasi hills, Meghalaya with the potential for scale up across other geographies based on learnings from the pilot.

Based on the outcomes, learnings, and demonstrated impact of the pilot, the program may be further strengthened and scaled across additional geographies and healthcare facilities.

Objective:

To ensure sustained performance and reliability of solar PV systems in health care facilities by enabling continuous learning and strengthening O&M practices through a digitally integrated training and monitoring approach.

2. Scope of Work

The selected agency/organization will be responsible for delivering digital O&M training, ensuring participant mobilisation and engagement, and implementing structured post-training practice monitoring across selected health facilities in Meghalaya (Covering 97 health facilities in East Khasi Hills). Based on the outcomes, learnings, and demonstrated impact of the pilot, the program may be further strengthened and scaled across additional geographies and healthcare facilities.

A. Participant Co-ordination:

Coordination with respective health facilities as per SELCO Foundation guidelines, including coordination with facility heads, sharing training registration links, facilitating participant onboarding, capturing participant details (minimum two participants per facility), and conducting regular follow-ups and reminders to ensure active participation and attendance throughout the training program.

B. Training Delivery:

- Delivery of virtual training on solar PV systems and key O&M practices, including preventive maintenance, cleaning, battery safety, basic inspections, and issue reporting through the Saura E-Mitra app.
- Ensure availability of qualified trainers proficient in the local language to enable effective delivery and participant comprehension
- Conduct training in multiple batches, as required, to ensure participation from all targeted facilities and staff

C. Training Design, Effectiveness, and Behaviour Change Measurement:

The selected agency shall be responsible for designing the training program and an associated measurement framework to demonstrate training effectiveness and sustained behavioural change at the facility level. This includes:

- Developing assessment mechanisms to evaluate the existing understanding of Installed solar PV systems and measure improvement in participant knowledge and skills following the training.
- Designing approaches to measure behavioural change post-training, particularly adherence to routine O&M practices, quality of system upkeep, and proactive identification and reporting of technical issues.
- Defining clear indicators and methodologies (quantitative and/or qualitative) to assess training effectiveness over time.
- Integrating these measurement frameworks with post-training monitoring systems and dashboards for ongoing performance tracking.
- Proposing appropriate tools, methodologies, and reporting formats as part of the implementation approach.

D. Post-Training

Practice

Monitoring

Track adoption of key O&M practices through periodic evidence submission and monitoring of issue reporting via SELCO Foundations digital platform.

E. Dashboard and Reporting

A dashboard to track training coverage, participant progress, certification status, and adoption of O&M practices.

The agency is expected to propose measurable targets and reporting frequency for all key indicators as part of the implementation plan.

3. Roles and Responsibilities

Role of SELCO Foundation:

1. Lead engagement with health authorities to obtain necessary approvals & permission for training implementation.
2. Facilitate coordination & communication between relevant health authorities and onboarded agency to ensure smooth planning, implementation and execution of the training and engagement activities.
3. Provide access to the SELCO Foundations digital dashboard to enable monitoring of proactive issue reporting by health facilities following completion of the training.

Expectations from Bidder/Vendor

1. Training content contextualization for digital delivery, with session flow, Visual aids, Interactivity elements & assessment tools aligned with Selco Foundations existing training content.
2. Mobilization and onboarding of participants across all selected health facilities (minimum of two participants per facility) with participant records and delivery of training session in local language.
3. Establish systems to track post-training behavioural change, including periodic

reporting on adoption of O&M practices, system upkeep, and issue reporting patterns.

4. Enable continuous monitoring of O&M practices through evidence-based submissions and proactive issue reporting via SELCO Foundation’s digital platform, supported by dashboard tracking and regular reporting to SELCO.

4. Deliverables to be provided (Detailed Deliverables, Week Wise/Quarter Wise/Month Wise to be provided).

Timeline	Deliverable
Week 1-2	Detailed project implementation plan outlining the end-to-end operational strategy, including participant mobilization, training delivery, and the 4-month practice monitoring and engagement approach along with finalized training content & trainer deployment plan. Monitoring and evaluation framework outlining the approach for measuring training effectiveness, behavioral change, and adoption of O&M practices.
Month 1	Training progress report covering participant enrollment, attendance, batch completion status, assessment outcomes, and participant feedback.
Month 2-4	Practice monitoring status report covering facilities engaged, key performance indicators, adoption of O&M practices, behavioral changes, issues identified, and follow-up actions undertaken.
Month 4	Final project completion report summarizing training outcomes, practice-monitoring findings, impact assessment, and recommendations.

5. Selection Criteria:

1. Proven experience in digitized training delivery with the ability to design and measure training effectiveness across participant feedback, learning outcomes, on-ground application, and overall impact.
2. Prior experience in implementing similar capacity-building or training programs, preferably in collaboration with government departments and healthcare institutions. Experience in training health facility staff and managing multi-state training programs will be considered an added advantage.
3. Digital Platform Capability: Availability of an existing digital tool with features for content delivery, participant tracking, and assessments and manage multilingual training delivery.
4. Training & Assessment: Capacity to deliver engaging online sessions, capture participant feedback, and conduct pre/post assessments.
5. Application & Outcome Tracking: Mechanisms to track on-ground application of learning and measure improvements in O&M practices and system performance
6. Monitoring & Reporting: Strong systems for participant tracking, data analysis, and dashboard-based reporting.

Proposal Submission Requirements:

As part of the proposal submission, the interested agencies are required to provide the following:

- A detailed process flow and project plan outlining how the training program will be planned and executed, including participant mobilisation, batch scheduling, training delivery, and post-training engagement
- A walkthrough/demo of the proposed digital platform, highlighting key features such as content delivery, participant tracking, assessments, multilingual capability, and user experience
- A clear description of the monitoring and evaluation approach, including mechanisms for tracking training effectiveness, behavioural change, and adoption of O&M practices
- Details on how dashboard and reporting will be structured, including key metrics, frequency of reporting, and data visualization methods.
- Relevant supporting documents/materials from previous assignments, including sample reports, recorded training sessions, case studies, or demo walkthroughs of existing digital platforms implemented by the agency.

Financial Proposal to include a detailed cost break covering the following:

- Training cost per health facility, including participant coordination, training delivery, assessments, and related support activities.
- Practice monitoring cost per health facility, including participant tracking, reporting, behavioural change assessment, and monitoring of O&M practices.
- Pricing structure for implementation of the pilot program across 97 health facilities.
- Indicative pricing structure for scale-up across additional geographies and health facilities, including any cost variations based on scale and number of facilities.
- Digital Platform access, hosting and support charges.

6. 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.

7. 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.

8. 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.

9. 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.

10. To apply

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process

they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/uvQp3Vcmjzr1FAH9> on before 15th June 2026, 5 PM.

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Engagement of an Agency for Driving Sustainable O&M through Digital Capacity Building & Practice Monitoring ”** (Name of Project)

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>

TOTAL STRATEGIC SETUP COST			[Collaborator Input]
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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**.

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

<i>week \rightarrow \$ 8 per month)</i>					
Monthly Content Calendar & Report (1 per month)	1	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
CSP Network Newsletter (1 per month)	1	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
Field-Driven Case Study Blog (1 per month)	1	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
Fellow Narrative Arc/Reflection Blog (2 per quarter \rightarrow \$ 0.67 per month)	0.67	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
Thought Leadership Article (1 per quarter \rightarrow \$ 0.33 per month)	0.33	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
Content Repurposing (4 assets per long-form unit \rightarrow \$ 6 per month)	6	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]	[Collaborat or Input]
SUB-TOTAL MONTHLY DELIVERY COST					[Collaborat or 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	<i>Overall strategy, client communication, ensuring narrative fidelity.</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</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>
D. Contingency/Innovative Engagements (e.g., 5% of B+C)	<i>[Collaborator Input]</i>
E. TOTAL PROPOSED CONTRACT VALUE (A + B + C + D)	<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.