Terms of Reference (TOR) for Consultancy Services

Title	Architectural Design consultancy for Upgrading Nutritional Rehabilitation Center's (NRC) in Karnataka, Maharashtra & Odisha
Timeline	17 Weeks
Expected area of expertise	• B. Arch with a minimum 3-year practical experience • Experience in designing healthcare environments, social infrastructure and climate-responsive design • Proficiency in creating detailed architectural plans, drawings, and specifications.
Apply Link	https://forms.gle/LCGmLZu89M9R5Ldz6
Last Date for Apply	**12th November, 2026 5 PM**

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:

The Strengthening NRC Program aims to identify and strengthen selected Nutrition Rehabilitation Centre's (NRCs) to create a more child- and caregiver-friendly, supportive and functional environment for children undergoing nutritional rehabilitation and their caregivers. The program will explore interventions across areas such as infrastructure and physical environment, caregiver support, capacity building, IEC and communication, child-friendly spaces, energy access and other facility-level requirements, based on the specific needs of each NRC.

The Strengthening Nutritional Rehabilitation Centre (NRC) program aims to build on the existing government health system and strengthen the NRC ecosystem through a holistic, child- and caregiver-centred approach. The program seeks to understand the existing infrastructure, facilities, resources, and care environment across selected NRCs and identify opportunities to further enhance the overall NRC experience and functionality with interventions designed in alignment with the local context and requirements of each facility.

As a first step, an assessment of selected NRCs will be undertaken to develop a structured understanding of the existing facilities and identify NRCs that may be considered for subsequent strengthening interventions.

Geography of Intervention

	District	***Indicative number***
Maharashtra	***Nandurbar***	***6***
Karnataka	***Belagavi, Vijayapura, Koppal, Kalaburgi, Raichur Yadgir, Bidar, Ballari, Vijayanagara, Chitradurga, Chamarajanagar, Dakshina Kannada, Dharwad, Bengaluru Rural, Bagalkote***	***15***
Odisha	***Koraput, Gajapati, Nabarangpur, Malkangiri, Rayagada***	***10***

2. Objective:

- Conduct structured architectural baseline assessments of selected NRC facilities, documenting current physical conditions, spatial arrangements, infrastructure, facilities, measurements, structural typologies, and environmental performance.
- Develop architectural designs for **8 selected NRC's** ensuring representation across the identified geographies prioritizing identified areas for strengthening and upgradation within the approved budget envelope for each site.
- Based on the baseline assessment insights, develop sets of solutions responding to spatial needs of children & caregivers, privacy & dignity, support services, thermal comfort, natural light and ventilation, storage, WASH, built environment aesthetical improvement, rectification of existing issues etc and overall user experience.
- Prepare detailed architectural drawings including floor plans, sections, elevations and relevant electrical drawings, along with Bill of Quantities (BOQ) for each selected NRC which will aid the upgradation
- Ensure designs integrate climate-responsive passive strategies, universal accessibility, privacy–ventilation balance, appropriate circulation and culturally/contextually responsive design elements relevant to the location and community.
- Develop 3D visualizations for selected NRCs as communication and review tools for district-level stakeholders and relevant facility teams.
- Conduct stakeholder consultations with SELCO Foundation, relevant government health teams, NRC/facility staff and other identified stakeholders, and incorporate feedback at each stage of the design process.
- Provide support to the ground team during implementation, monitoring work including agreed number of site visits to ensure quality,

3. Scope of Work

a. Site Assessment and Baseline Documentation

Visit all selected NRC facilities and conduct a structured assessment covering:

- Physical measurements: room dimensions, ceiling heights, door/window positions, toilet areas, approach paths, circulation spaces and available indoor/outdoor spaces for children and caregivers.
- Structural typology: roof type (flat RCC, sloped), wall construction, flooring material, plinth condition and overall condition of the existing built environment.
- Environmental performance: ambient temperature and humidity, natural light levels, ventilation quality and thermal comfort within key NRC spaces.
- Existing equipment and furniture inventory: number of NRC beds, storage, furniture, IEC materials, solar/electrical systems and other relevant equipment and amenities.
- NRC-specific facilities and spaces: availability and condition of dedicated/appropriate spaces for breastfeeding, counselling, kitchen/food preparation, caregiver support and child activities/play, including availability of outdoor play space where feasible.
- Kitchen and feeding facility assessment: availability, condition and functionality of kitchen infrastructure, cooking and food-storage equipment, water supply, ventilation and other essential provisions supporting food preparation and feeding.
- Child- and caregiver-friendly environment: assessment of available play/activity spaces, indoor and outdoor areas, privacy provisions, seating/resting arrangements and other elements supporting a safe, comfortable and stimulating environment for children and caregivers.
- Accessibility audit: entry step heights, ramp availability, door and circulation clearances, accessibility of key NRC spaces and toilet accessibility.
- WASH audit: handwashing station location, toilet type and condition, bathing/washing facilities where applicable, water supply reliability and hygiene-related provisions.
- Safety and functionality assessment: circulation, electrical safety, fire/life-safety provisions, storage, furniture placement and other relevant aspects affecting safe and functional use of the NRC.
- Community and staff inputs: brief interactions with relevant NRC staff and facility personnel to understand workflow requirements, space utilisation, privacy and caregiver needs, maintenance capacity and opportunities for strengthening.

Deliver a structured Baseline Assessment Report for each facility using the format provided by SELCO Foundation, prior to initiating design.

b. Preparing design and drawings – Solution set

Prepare a solution package based on the baseline assessment insights, which can be replicated across the selected NRCs across the geographies. Develop site-specific architectural designs documentation & BoQ for all selected NRC's based on the developed solutions package.

- Incorporate the five-pillar intervention logic: Clinical Safety, Ambient Environment, Dignified Care, Climate Resilience and Skilled Staff-enabling infrastructure.
- Comply with NRC operational guidelines and IPHS (Indian Public Health Standards)
- Optimise for passive cooling (orientation, shading, ventilation), natural light and energy resilience.
- Use locally available and cost-effective materials appropriate for the selected geographies climate and construction ecosystem.
- Provide designs in batches aligned with the delivery timeline.

For each facility, the Design Drawing Set shall include:

- Floor plan Showing the NRC ward area, Kitchen area, Breast feeding space, Children Play area (Indoor & outdoor), Counselling space.
- Section (showing sill/lintel levels, roof height, insulation or shading interventions, material specification).

c. **Bill of Quantities (BOQ) Preparation**: Based on the finalised solution packages, prepare facility-wise BOQ for all sites, covering:

- Civil and architectural works: internal partitions, space reconfiguration, door/window modifications, ramp and accessibility improvements, toilet/bathing area modifications, kitchen improvements and other site-specific civil works.
- Privacy and caregiver facilities: curtain tracks and curtains, privacy partitions, breastfeeding/feeding area provisions, counselling room/space requirements, caregiver seating and other privacy-related interventions.
- Furniture and storage: NRC beds, caregiver seating, storage units, child-friendly furniture, kitchen storage, utility/storage areas, IEC display boards and other facility-specific furniture requirements.
- Child-friendly and play elements: indoor and outdoor play equipment, activity/stimulation elements, age-appropriate furniture, play-area development and associated safety provisions.
- Kitchen and feeding equipment: cooking equipment, food preparation and storage units, utensils and other essential kitchen/feeding equipment identified through the assessment.
- Finishing and environmental works: flooring improvements, wall finishes, painting, shading devices, ventilation improvements, signage, child-friendly visual elements and other context-specific enhancements.
- Accessibility and safety: ramps, handrails, accessible fixtures, circulation improvements, child-safety provisions and other measures required to ensure safe and inclusive use of the NRC.

d. **3D visualization of selected 3 NRC Design**

- Develop 3D visualisation (realistic renders not mandatory) for 3 selected designs

e. Review and Feedback

Minimum two rounds of design review with SELCO Foundation Built Environment team before finalisation. One consultation session with District Health Team (DHO / DPMU) to validate design priorities and obtain feedback on site-specific constraints. Brief walkthrough with facility CHO/ANM at baseline assessment to document user needs and workflow preferences. Incorporate all review feedback within the agreed turnaround time.

4. Roles and Responsibilities

Role of Consultant /Architectural Agency

- Conduct baseline assessments of selected NRCs and document existing conditions.
- Identify infrastructure, spatial, environmental, accessibility, WASH, safety and functional improvement needs.
- Develop an adaptable solution package considering common NRC requirements and site-specific conditions.
- Prepare architectural designs, drawings, BOQs and 3D visualisations for selected NRCs.
- Ensure designs align with NRC guidelines, IPHS, accessibility, climate-responsive and child- and caregiver-friendly principles.
- Incorporate inputs from SELCO Foundation, government teams and facility staff.
- Provide on-site supervision during the implementation phase to ensure that the work aligns with design specifications and quality standards and agreed number of site visits to ensure quality.
- Provide technical inputs and address design-related issues arising during implementation.

Role of SELCO Foundation

- Provide overall program direction, assessment formats, list of NRC's and relevant technical inputs.
- Facilitate coordination with government authorities and selected NRCs.
- Review and provide feedback on assessments, designs, BOQs and related deliverables.
- Coordinate stakeholder consultations and design validation
- Monitor overall progress and facilitate implementation-related coordination.

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

Sl. No	Items	Timeline
1	**Baseline Assessment —** Site visits, structured assessment, measurements, photographs, and ambient temperature/humidity readings. Baseline report submitted for SELCO review.	Week 3 (10 sites) Week 2 (5 sites)
2	**Design and Drawings —** Finalizing Solutions Package	Week 3-4

	Furniture layout plan, floor plan, section, electrical drawing and exterior elevation. BOQ for the same 6 facilities. SELCO feedback incorporated by end of week.	Week 4-6
3	3D visualization of 3 selected NRC designs and Final Documentation package	Week 5
4	Monitoring the implementation of the finalized solution with the selected vendor – Implementation support	Week 8-17
	Estimated comprehensive timelines: **Design Documentation: 6 weeks from signing the contract** **Implementation support: 17 weeks from signing of contract**	

6. Selection Criteria:

Evaluation Component	***Criteria Focus***	***Weighting (%)***	***Required Evidence in Proposal***
1. Prior Work Experience /Portfolio	*Agency will be evaluated based on prior work experience/ portfolio. Ensure sample portfolio & projects with similar concepts, drawings, BoQ's etc. are submitted for evaluation*	*30%*	*Sample Portfolio/Projects with Similar concept drawings , BOQ's etc.*
2. Full-Spectrum Execution Capability (HR Allocation)	*Agency to have a qualified team with relevant experience*	*15%*	*Resumes of relevant team members proposed for the assignment.*

3. Approach , workplan & Timeline	*Agency be evaluated based on approach, work plan & timeline to complete the scope on time along with value adds*	*20%*	*Detailed Approach & Workplan*
4. Relevant Sector Experience	*Agency to have prior knowledge of working with NGOs, or government-related built environment projects.*	*15%*	*Relevant Project list with client details and supporting references.*
5. Budget		*20%*	
TOTAL		***100%***	

Note: SELCO Foundation may consider engaging a single vendor across all selected geographies or different vendors/individuals for specific geographies, based on their relevant experience, expertise, and familiarity with the respective intervention geography.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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/LCGmLZu89M9R5Ldz6 on before **12th November 2026, 5 PM.**

Any further queries please write to procurement@selcofoundation.org with a subject line: "**Architectural Design consultancy for Upgrading Nutritional Rehabilitation Center's (NRC) in Karnataka, Maharashtra & Odisha**"

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.

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

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 week $\ rightarrow$ 8 per month)*	*8*	*[Collaborator Input]*	*[Collaborator Input]*	*[Collaborator Input]*	*[Collaborator Input]*
Monthly Content Calendar & Report *(1 per month)*	*1*	*[Collaborator Input]*	*[Collaborator Input]*	*[Collaborator Input]*	*[Collaborator Input]*
CSP Network Newsletter *(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]*

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

Section D: Total Contract Value Summary (Annual)

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

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

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.