TERMS OF REFERENCE (TOR)
Design, Fabrication and Installation of Bamboo-based Demonstration Interventions in Anganwadis and Bambusa Outlets, Nagaland

Particulars	Details
Assignment	Design, fabrication, supply, installation and handover of bamboo-based outdoor play and learning demonstrations in Anganwadis, and bamboo product display shelves at Bambusa outlets in Nagaland.
Location	Selected Anganwadis and Bambusa outlets in Nagaland. Site list and quantities to be confirmed by SELCO Foundation.
Indicative scale	Up to 5 outdoor play installations in bamboo Anganwadis and up to 10 bamboo Display shelfs in Bambusa outlets, subject to site assessment, programme requirements and final approval.
Duration	Indicatively up to 4 months from commencement. The final work plan and site-wise schedule will be agreed at inception.
Expected expertise	Bamboo design and product development; bamboo treatment and fabrication; child-centred outdoor play design; retail/display fixture design; site execution, installation, safety, quality assurance and documentation.
Engagement type	Agency, enterprise, design-and-build firm, fabricator, consortium or qualified team.
Application link	https://forms.gle/ML64eMSZxVDe3CJ88
Last Date for Apply	5th December, 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 Assignment

SELCO Foundation intends to demonstrate practical, durable and contextually appropriate applications of bamboo across community and commercial settings in Nagaland. The assignment has two complementary components: (i) outdoor play and learning demonstrations using bamboo in selected Anganwadis; and (ii) standardised bamboo demonstration/display shelves at selected Bambusa outlets to showcase locally made bamboo products and related merchandise.

The assignment is intended to deliver functional installations as well as a documented, replicable approach to bamboo design and implementation. Designs should respond to the needs and spatial conditions of each site while maintaining consistency in quality, safety, material treatment and finish. The selected service provider will be expected to work with local bamboo artisans, fabricators and suppliers wherever feasible.

The indicative scale is up to 10 Anganwadis and up to 10 Bambusa outlets in Nagaland. Final locations, quantities, intervention mix and site-specific requirements will be confirmed by SELCO Foundation. Vendors based in Nagaland, or those demonstrating a clear plan to engage local bamboo artisans, fabricators and suppliers, will be preferred.

2. Objectives

- Design and implement safe, engaging and age-appropriate bamboo-based outdoor play and learning demonstrations in selected Anganwadis.
- Design, fabricate and install functional bamboo demonstration shelves at selected Bambusa outlets for displaying bamboo products and other programme-related merchandise.
- Demonstrate the potential of bamboo as a durable, versatile and locally relevant material in community and retail environments.
- Prioritise locally available bamboo, local skills and local fabrication capacity in Nagaland wherever technically and commercially feasible.
- Develop standardised yet adaptable designs that can be replicated across additional Anganwadis and commercial/community spaces.
- Document specifications, drawings, bills of quantities, costs, installation processes, safety considerations and maintenance requirements.

3. Scope of Work

The selected vendor will be responsible for end-to-end coordination, site assessment, design development, procurement, bamboo treatment, fabrication, transportation, installation, quality assurance, testing, documentation and handover. The scope is divided into the following workstreams.

3.1 Inception and Site Assessment

- Participate in an inception meeting with SELCO Foundation and confirm the project team, communication protocol, site list, work plan and reporting schedule.
- Visit and assess each identified Anganwadi and Bambusa outlet, recording dimensions, available space, access, existing infrastructure, user requirements, fixing conditions and site-specific constraints.
- For Anganwadis, consult Anganwadi workers and relevant local stakeholders to understand age groups, typical use patterns, supervision arrangements, available outdoor area and maintenance capacity.
- For Bambusa outlets, assess customer movement, visibility, available floor/wall space, product types and placement options for the display shelf.
- Submit a site-wise assessment report with photographs, measurements, proposed intervention package and any risks or dependencies.

3.2 Bamboo Outdoor Play Demonstrations in Anganwadis

- Develop a child-centred outdoor play and learning concept using bamboo, suitable for children typically in the 3–6 years age group and adaptable to the available footprint at each Anganwadi.
- Propose a package of play and sensory/learning elements for SELCO Foundation's review.
- Provide design options or package tiers, where appropriate, so that the intervention can be matched to site conditions, space availability and approved budgets.
- Prepare dimensioned drawings, layouts, material specifications, joinery details, foundation/anchoring details and itemised bills of quantities for each approved design.
- Ensure all bamboo is appropriately seasoned and treated to protect against insect attack, fungal decay and weather exposure. Specify the treatment process and finish proposed.
- Fabricate, transport and install the approved play elements, including all necessary foundations, anchoring, hardware, safety surfacing or landing arrangements where applicable.
- Ensure edges and surfaces are smooth, rounded and free from splinters; eliminate sharp projections, entrapment hazards and unsafe gaps; and ensure structures are stable and appropriately scaled for young children.
- Conduct structural and functional checks before use and provide clear guidance on age suitability, adult supervision, safe use and routine inspection.

3.3 Bamboo Demonstration Shelves at Bambusa Outlets

- Develop a standardised bamboo display shelf concept for the selected Bambusa outlets, with minor site-specific adjustments where required.
- Design the shelf to provide stable, accessible and visible display space for products of different sizes, while avoiding obstruction to customer circulation or outlet operations.
- Consider a modular bamboo frame with open or adjustable shelving, suitable signage/information space and integrated lighting where required and approved.
- Prepare dimensioned drawings, material and finish specifications, joinery details, fixing/anchoring details and an itemised bill of quantities.
- Fabricate, transport, assemble and install the approved shelf at each designated outlet, including all required hardware, finishing, signage provision and electrical components if included in the approved design.
- Ensure shelves are stable, appropriately load-bearing, easy to clean and maintain, and finished to withstand regular customer interaction.

3.4 Material Sourcing, Treatment and Fabrication

- Prioritise locally available bamboo species and local suppliers in Nagaland, subject to suitability, quality and availability.
- Provide details of bamboo species, sourcing location, seasoning and preservation/ treatment method, and expected service life.
- Use appropriate joinery, fasteners and protective finishes for the intended indoor or outdoor application.
- Where feasible, engage local artisans, fabricators and bamboo enterprises in fabrication and installation, and describe the proposed local engagement plan in the technical proposal.
- Maintain quality checks during material selection, treatment, fabrication, finishing and packing/transport.

3.5 Installation, Testing and Handover

- Coordinate site access and installation schedules with SELCO Foundation and designated site representatives.
- Install all approved components in accordance with the drawings and specifications approved by SELCO Foundation.
- Carry out site-wise inspection and functional testing, including stability, anchoring, finish quality, shelf load-bearing and safety checks for play structures.
- Rectify defects identified during inspection before seeking handover acceptance.
- Orient Anganwadi workers and outlet staff on appropriate use, routine cleaning, maintenance, inspection and reporting of damage.
- Submit site-wise completion records, photographs, test/checklists and signed handover records.

3.6 Documentation and Replication

- Prepare a consolidated design and implementation package containing final drawings, specifications, bills of quantities, material details and site-wise variations.
- Submit an itemised cost statement for each intervention and site, clearly identifying material, labour, treatment, transport, installation and service-provider charges.
- Provide a simple operation and maintenance guide, including inspection frequency, cleaning, re-coating, tightening/replacement of components and escalation of safety concerns.
- Document implementation learnings, local vendor/artisan engagement, challenges, design changes and recommendations for future replication.

3.7 Safety, Environmental and Operational Requirements

- Child safety must be a primary design requirement for all Anganwadi play installations. Designs must be age-appropriate, stable and free of sharp edges, splinters, protruding fasteners and foreseeable entrapment or fall hazards.

- The vendor must identify and address fall zones, landing surfaces, safe clearances, anchoring and structural stability as relevant to each play element.
- All bamboo used outdoors must be suitably treated and protected against local weather conditions. Any chemical treatment must be handled and documented responsibly.
- Materials and finishes should be selected with consideration for children's contact, routine cleaning, durability and environmental impact.
- The vendor must follow applicable safety requirements, labour laws and site protocols, and maintain appropriate safeguards during fabrication, transportation and installation.
- No fabrication or installation should begin until the relevant design, drawings, BOQ and site-specific plan have been approved in writing by SELCO Foundation.

4. Roles and Responsibilities

Role of SELCO Foundation

- Share programme context and facilitate coordination with the identified Anganwadis, Bambusa outlets and relevant local stakeholders.
- Nominate a point of contact and provide available site information and access coordination.
- Review and approve site assessments, designs, drawings, BOQs, material specifications and implementation plans.
- Review progress and deliverables, provide consolidated feedback and confirm milestone acceptance.
- Support coordination for user orientation and site handover, as required.

Expectations from the Selected Vendor

- Provide a suitably qualified team and a designated project lead for the full assignment.
- Lead all site assessments, design, procurement, treatment, fabrication, logistics, installation, testing and documentation.
- Ensure that all work is undertaken using approved designs and within the agreed scope, budget and timeline.
- Provide progress updates and promptly flag delays, risks, cost implications or required design changes.
- Obtain written approval before undertaking additional work, changing specifications or committing expenditure outside the approved BOQ.
- Provide warranty/service details, maintenance guidance and complete handover documentation.

Reporting: The vendor will report to the designated SELCO Foundation point of contact. Progress reviews will be held at agreed intervals. The vendor must submit brief written

updates, maintain a site-wise activity tracker and seek written approval for material changes to scope, design, budget or timeline.

5. Deliverables and Indicative Timeline

Deliverable	Expected contents	Indicative timeline	Acceptance / evidence
1. Inception and site assessment report	Team details, confirmed site list, site measurements, photographs, user requirements, constraints, proposed intervention mix and implementation plan.	Month 1	Site-wise assessment and work plan reviewed and accepted by SELCO Foundation.
2. Design package and BOQ	Concepts, layouts, dimensioned drawings, specifications, treatment/ finish details, safety considerations and itemised BOQs for Anganwadis and Bambusa shelves.	Months 1–2	Written approval of designs, specifications and BOQs before procurement/fabrication.
3. Material procurement and fabrication	Material sourcing details, treatment records, fabrication progress, sample/ mock-up where requested and quality checks.	Months 2	Materials and fabrication conform to approved specifications; inspection evidence submitted.
4. Installation and commissioning	Transportation, installation and finishing at approved Anganwadi and Bambusa sites; site-wise installation checklist and photographs.	Months 3	Installations completed as per approved drawings; site inspection and functional/safety checks passed.
5. User orientation and handover	Orientation of Anganwadi workers/ outlet staff, maintenance instructions, site-wise handover forms and defect rectification record.	Months 3-4	Handover records and orientation evidence submitted; critical defects resolved.
6. Final documentation and replication report	Final drawings, BOQs, cost summary, material/treatment specifications, maintenance guide, photographs, lessons and replication recommendations.	By end of assignment	Complete documentation accepted by SELCO Foundation.

The timeline above is indicative. Applicants should propose a realistic schedule, clearly identifying dependencies such as site access, approval of designs, availability of bamboo and materials, fabrication lead times and weather conditions.

6. Selection Criteria

Evaluation component	Criteria focus	Evidence required in proposal
Relevant experience	Experience in bamboo design, fabrication, installation, built environments, play/learning structures or retail/display fixtures.	Organisation/team profile; photographs and details of at least 2–3 relevant assignments, with client references where available.
Technical and design capability	Ability to develop safe, functional, durable and context-responsive bamboo interventions.	Approach note, sample designs/drawings, material and treatment specifications, and proposed quality/safety approach.

Local presence and ecosystem engagement	Ability to execute in Nagaland and engage local bamboo artisans, fabricators and suppliers.	Nagaland office/workshop or local presence details, local sourcing plan, proposed artisan/vendor network and engagement approach. Vendors based in Nagaland will be preferred.
Implementation capacity	Capacity to manage multiple sites, fabrication, logistics, installation, quality assurance and timelines.	Team structure, CVs, work plan, site deployment plan and project management approach.
Financial proposal	Reasonableness, completeness and transparency of costs and value for money.	Itemised site-wise and component-wise financial proposal, taxes, travel/logistics, installation and any recurring costs clearly shown.

7. Submission Requirements

Interested vendors are requested to submit the following:

1. Organisation/team profile, registration details (where applicable) and contact information.
2. Technical proposal describing the understanding of the assignment, design approach and implementation methodology for both workstreams.
3. Portfolio of relevant bamboo design, fabrication or installation assignments, including photographs and client references where available.
4. Proposed project team, roles, relevant experience and CVs of key personnel.
5. Nagaland presence/local execution plan, including proposed engagement with local artisans, fabricators and suppliers.
6. Indicative work plan with milestones and site-wise execution approach.
7. Detailed financial proposal using the budget heads in Section 11, with assumptions and exclusions clearly stated.
8. Details of warranty, defect liability, maintenance support and estimated service life of the proposed installations.
9. List of key assumptions, dependencies, risks and any subcontracting arrangements proposed.

Documents required: Individual consultants/unregistered teams may be asked to submit PAN, identity proof and bank details. Registered agencies/organisations should submit registration certificate, PAN, GST registration (if applicable) and bank details, in line with SELCO Foundation's procurement requirements.

8. Ownership, Data and Intellectual Property

- All assignment-specific designs, drawings, reports, documentation, BOQs and other deliverables developed and paid for under this engagement will belong to SELCO Foundation, subject to the final agreement.
- The vendor must disclose any pre-existing or third-party intellectual property, design elements, licences or usage restrictions incorporated into the deliverables.

- The vendor must hand over editable and usable copies of drawings, specifications, BOQs, photographs and documentation in agreed digital formats.
- The vendor must treat all non-public information shared by SELCO Foundation and its partners as confidential and must not use the Foundation's name or logo for publicity without prior written permission.

9. Payment Terms

Payments will be linked to accepted deliverables and will be made against submission of valid invoices and supporting documents, in accordance with SELCO Foundation's finance and procurement procedures. The final milestone percentages and payment schedule will be agreed during contracting. An indicative structure is provided below.

Milestone	Indicative payment share	Basis for release
Milestone 1	50%	Acceptance of inception report, site assessments and confirmed implementation plan & Approval of detailed designs, drawings, specifications and BOQs; evidence of approved material procurement/fabrication progress.
Milestone 2	50%	Completion and acceptance of installations at agreed sites, supported by inspection and testing records. Acceptance of final documentation, user orientation and complete site-wise handover.

No expenditure on fabrication, procurement or additional work beyond the approved design and BOQ should be committed without written approval from SELCO Foundation.

10. Application Process

Applicants should submit their technical and financial proposals through the application link https://forms.gle/ML64eMSZxVDe3CJ88 specified by SELCO Foundation Procurement. The proposal should clearly address both workstreams and separately identify costs for Anganwadi play interventions and Bambusa demonstration shelves. Applicants may quote for the full assignment or indicate any limitations in their capacity to deliver one or both workstreams; SELCO Foundation reserves the right to determine the final procurement structure.

For queries, please write to procurement@selcofoundation.org with the subject line: "Bamboo-based Demonstration Interventions in Anganwadis and Bambusa Outlets – Nagaland".

11. Financial Proposal Template

Applicants must submit an itemised financial proposal. Costs should be presented separately for the two workstreams and should clearly distinguish material, labour, treatment, fabrication, transport, installation, taxes and professional/service fees.

Budget head	Anganwadi play demonstrations (INR)	Bambusa display shelves (INR)	Basis / details
Site assessment, design and drawings			Site visits, measurements, concept/design development, technical drawings.
Bamboo and other materials			Species, quantity, grade, sourcing and unit rates.
Bamboo treatment and finishing			Seasoning/preservation, paint, coating and finish.
Hardware, fasteners and accessories			Joinery, ropes, brackets, fittings, anchoring and accessories.
Fabrication and labour			Workshop/on-site fabrication, skilled and unskilled labour.
Foundations and installation			Civil works, anchoring, assembly, fixing and finishing.
Lighting/signage (if proposed)	N/A / as applicable		For shelf/display elements, where approved.
Transportation and logistics			Packing, loading, unloading and site-wise transportation.
Testing, safety and quality assurance			Inspection, functional testing, safety checks and rectification.
User orientation and documentation			Training/orientation, manuals, handover and final report.
Project management / service fee			Clearly state calculation basis.
Sub-total			
GST and other applicable taxes			
Total proposal value			

Please provide unit rates and quantities wherever possible, along with the total cost per Anganwadi package and per Bambusa shelf. Travel and accommodation, if applicable, should be shown separately with the number of visits/person-days and assumptions. Any optional components or design upgrades must be priced separately and must not be included in the base quote unless requested.

12. Terms and Conditions

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

1. **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.

2. **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.

3. **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.

4. **Patent, Copyright and other Proprietary Rights**

    1. 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.
    2. 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

3. 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.
4. 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.

5. **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.

6. **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.

A. 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.

B. 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,

C. 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.

7. **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:

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.