



Terms of Reference (TOR) for Call for Applications

Title	Catalyse Tech: Reproductive, Maternal, Newborn & Child Health Strengthening Maternal, Newborn and Child Health Outcomes Through Certified MedTech and Technology-Enabled Solutions
Timeline	4-month program from onboarding (November 2026 to February 2027)
Expected area of expertise	Certified MedTech, hardware and/or phygital solutions for Reproductive, Maternal, Newborn & Child Health (RMNCH) – medical devices, diagnostics, screening, monitoring systems, digital health platforms and technology-enabled care models
Apply Link	https://forms.gle/btqACyds77XjfC4j7
Last Date for Apply	10th October 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:

SELCO Foundation is looking to work with innovators/solution providers of certified MedTech, hardware and/or phygital technologies that strengthen the delivery of reproductive, maternal, newborn and child health services at the last mile across India. The program is built to respond to the real-world challenges faced by women, newborns, children, frontline workers and health systems, while also addressing the need for practical, inclusive and scalable solutions that improve access, quality and health outcomes across different geographic and climatic contexts. By nurturing innovation, enabling collaboration and advancing inclusive technologies, the program aims to create certified solutions that are affordable, ready for implementation, and rooted in community and health-system needs.

Catalyse Tech is designed to spark innovation and create lasting change in the delivery of health services and care for women, newborns and children at the last mile. The program

focuses on real-world problems faced by communities, frontline workers and health systems, and supports certified technology-enabled solutions with a clear pathway to practical use and measurable impact across different geographic and climatic contexts. Strengthening maternal, newborn and child health outcomes has become central to building inclusive, resilient health systems and safeguarding the well-being of women and children.

Innovators/solution providers developing **certified, technology-enabled and decentralized MedTech solutions offer a critical pathway to address these challenges**. Innovations such as medical devices, diagnostics, screening technologies, monitoring systems, digital health platforms and technology-enabled care models can enable timely identification of risks, support continuity of care beyond facility-based settings, and improve the quality and safety of care. However, **without targeted support, many innovators/solution providers struggle to move certified solutions from development to field validation, or from successful pilots to large-scale adoption in public healthcare systems**.

Innovators/solution providers developing MedTech solutions for maternal, newborn and child health in India face two critical challenges: **moving certified solutions from development to field validation and scaling validated solutions beyond pilot implementation**. At the validation stage, **gaps in field validation, contextual adaptation and user feedback across diverse geographic and climatic contexts often prevent certified technologies from achieving real-world adoption**. At the scale stage, constraints such as **limited evidence of impact, gaps in implementation capacity and weak adoption pathways restrict wider adoption and systemic impact**.

Targeted support at both stages is essential to ensure that **certified, decentralized, technology-enabled solutions transition from validation to large-scale deployment, thereby improving access, quality, safety and health outcomes for women, mothers, newborns and children**. Innovators/solution providers are uniquely positioned to integrate technological innovation with social impact objectives. **Their mission-driven approach ensures that solutions are developed not only with commercial viability in mind but also with a focus on inclusivity, accessibility and long-term benefits for underserved and resource-constrained communities**.

As this is a MedTech-focused program, **only solutions that address Reproductive, Maternal, Newborn & Child Health and hold the required certification and/or regulatory approvals applicable to the solution will be considered for selection**. The program is focused on taking certified solutions closer to real-world adoption, validation, scale and impact.

Focus Areas: The program is looking for **certified MedTech and technology-enabled solutions** that address critical challenges in maternal, newborn and child health. Solutions may include medical devices, diagnostics, screening technologies, monitoring systems, digital health platforms or technology-enabled care models, with a clear pathway towards implementation, adoption and scale in the public healthcare system. Focus areas include:

- **Maternal Health & Pregnancy Care:** Prevention, identification, monitoring and management of risks across pregnancy, childbirth and the postpartum period, such as antenatal and fetal monitoring, maternal risk identification and early warning, labour and delivery monitoring, obstetric decision support, postpartum care, and referral and continuity of maternal care
- **Newborn & Neonatal Health:** Timely identification, monitoring and management of newborn and neonatal conditions in resource-constrained settings, such as newborn vital signs, early identification of complications, birth asphyxia and neonatal resuscitation, newborn hypothermia, apnea monitoring, ROP, neonatal jaundice and phototherapy, and post-discharge and home-based newborn care
- **Child Health & Development:** Early identification, prevention, monitoring and management of health and developmental needs among infants and children, such as child health screening, growth and developmental monitoring, paediatric monitoring and diagnostics, child nutrition, immunization support and tracking, and follow-up and continuity of childcare
- **Diagnostics, Screening & Early Detection:** Certified technologies for faster, more accessible and accurate screening, diagnosis or early detection of conditions affecting women, newborns and children, such as point-of-care diagnostics, imaging and AI-enabled imaging, portable and decentralized diagnostic solutions, and cervical and breast health screening
- **Women's Health:** Solutions across the reproductive life course, including menstrual, reproductive, gynaecological, cervical, uterine, bone and breast health, and technologies supporting access to reproductive healthcare
- **Monitoring, Remote & Continuous Care:** Solutions that enable providers, frontline workers, caregivers or patients to continue care beyond conventional facility-based settings, such as remote, continuous, vital signs and home-based monitoring, telemedicine, real-time alerts and early warning systems, connected medical devices and IoT-enabled healthcare solutions
- **AI, Digital Health & Clinical Decision Support:** AI, digital tools, analytics or decision-support systems that improve the quality, efficiency and accessibility of maternal and child healthcare, such as AI and machine learning, AI-enabled and digital diagnostics, clinical decision support, digital health platforms, health applications, and digital tools for healthcare providers and patients

These focus areas are indicative and not exhaustive. Certified MedTech solutions addressing other clearly defined maternal, newborn or child health challenges may also be considered where they demonstrate a strong problem–solution fit, evidence of readiness and potential for meaningful impact.

SELCO Foundation's Approach:

The program takes a **focused approach to nurturing innovation and the growth of innovators/solution providers.** It is built to **spark innovation, enable field validation, and**

drive systemic change through structured mentorship, financial support and real-world testing, creating opportunities for knowledge sharing, meaningful connections and transformative insights in the maternal and child health sector.

The program is designed to drive validation and scale of certified maternal and child health technologies. By offering financial support, design expertise and access to relevant resources, **it enables innovators/solution providers to test certified solutions, refine them through field learning, and validate them across diverse geographic and climatic contexts.** Beyond validation, the program also creates **pathways for adoption and systemic impact.** Through mentorship, field validation and ecosystem integration, innovators/solution providers **can move certified solutions from readiness to real-world use and scale** that not only improve **access, quality and safety** but also **strengthen the capacity of frontline workers and health systems serving women, newborns and children.**

At its core, **the program is about ecosystem building and practical impact.** By empowering innovators/solution providers to co-create solutions with communities, frontline workers and health systems, **it advances inclusive, hardware-led and phygital R&D that strengthens last-mile care for women, newborns and children.** The approach is grounded in preparing health systems and communities for the challenges of tomorrow, **ensuring quality, equitable access and a technologically empowered, healthier future.**

Innovation Journey:

The program will select solutions that have already progressed beyond the MVP stage and have the required certification/approval for their intended use. Support is tailored to two categories of participants:

- **Innovator (Validation stage):** For innovators with a certified solution that has been developed and has demonstrated readiness for implementation. Support focuses on field validation, contextual adaptation, user feedback, implementation strengthening and building evidence for adoption
- **Solution Provider (Scale stage):** For solution providers with a certified solution that is already being implemented, piloted or deployed, and has evidence of use. Support focuses on strengthening implementation, generating evidence of impact, refinement based on field learning, and preparing the solution for broader adoption and scale

Duration of the Program: 4 months from onboarding (November 2026 to February 2027; specific dates to be announced)

2. Objective:

- Enable certified MedTech and technology-enabled RMNCH solutions to move from development to field validation, and from pilot implementation to large-scale adoption in public healthcare systems
- Provide strategic financial support, mentorship and field-testing opportunities to selected innovators/solution providers

- Strengthen implementation capacity, generate evidence of impact, and build pathways for adoption, replication and scale of certified solutions
- Advance inclusive, hardware-led and phygital R&D that strengthens last-mile maternal, newborn and child health service delivery, particularly in underserved and resource-constrained settings

3. Scope of Work

Shortlisted innovators/solution providers may choose to work on all or a part of the activities listed below:

- Technology piloting and field validation of certified solutions
- Implementation strengthening, user feedback and solution refinement based on field learning
- Deployment and scaling of certified maternal and child health technologies in public healthcare systems
- Unlocking relevant schemes and finance
- Conducting research, evidence generation and documentation
- Creating training modules for frontline workers and healthcare providers
- Conducting awareness and orientation workshops with end users, frontline workers, healthcare providers, financial institutions and NGOs
- Documentation of certification/regulatory approvals and empanelment of technologies
- Demonstration of technology at end-user sites/centres
- Demonstration videos and case documentation, and documents for stakeholders

4. Roles and Responsibilities

Role of SELCO Foundation:

SELCO Foundation, depending on the need, shall offer:

- **Strategic Financial Support:** Resources for solution testing, implementation, field validation and technology demonstrations of the certified solutions
- **Design Expertise & Mentorship:** Engagement with sector specialists through webinars, guided review rounds and Q&A sessions to refine and strengthen certified solutions for real-world use
- **Field Testing & Contextual Adaptation:** Opportunities to test and adapt solutions across diverse geographic and climatic contexts, with user feedback from women, caregivers, frontline workers and health systems
- **Implementation & Adoption Pathways:** Support to strengthen implementation and adoption, and integration into the health and health-tech ecosystem to unlock collaborations, partnerships and scale opportunities
- **Resources & Need-based Support:** Access to relevant resources and need-based support to help innovators/solution providers grow, replicate and scale

- **Evidence Generation & Validation:** Exposure to real-world contexts, user insights and validation opportunities to build evidence and ensure long-term adoption

Expectations from Innovators/Solution Providers:

- Carry out the Scope of Work activities selected by them, within the timelines agreed with SELCO Foundation
- Submit monthly/quarterly reports for each selected activity in the format specified by SELCO Foundation, including evidence from field validation, implementation and impact
- Take responsibility for following up with end users before and after implementation
- Provide post-installation servicing of technologies, where applicable
- Provide documentary evidence of the certification(s), regulatory approval(s) or statutory authorization applicable to the solution and its intended use, for verification during due diligence
- Provide all relevant files, including editable versions of the deliverables; SELCO Foundation has the right to use these materials as needed

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

The selected innovators/solution providers are expected to deliver monthly/quarterly reports for each activity proposed/selected by them, in the format specified by SELCO Foundation, including evidence generated through field validation, implementation and impact. As the scope is modular (innovators/solution providers may select all or a subset of the Scope of Work activities), the deliverables below map to each activity. Only those applicable to an innovator/solution provider's selected activities will apply. Detailed week/month-wise timelines will be finalised jointly with the selected innovators/solution providers.

<i>Scope of Work Activity</i>	<i>Deliverable / Output</i>	<i>Reporting Cadence</i>	<i>Format</i>
<i>Technology piloting and field validation</i>	<i>Field validation report(s) covering test sites, user feedback and validation outcomes</i>	<i>Monthly/Quarterly</i>	<i>Report</i>
<i>Implementation strengthening & solution refinement</i>	<i>Implementation status update and refinement log based on field learning</i>	<i>Monthly</i>	<i>Report</i>

<i>Deployment and scaling in public healthcare systems</i>	<i>Deployment/scale-up tracker and status report</i>	<i>Monthly</i>	<i>Report / Tracker</i>
<i>Unlocking relevant schemes and finance</i>	<i>Schemes/finance engagement log and outcomes</i>	<i>Quarterly</i>	<i>Report</i>
<i>Research, evidence generation and documentation</i>	<i>Evidence/impact documentation (data, case evidence)</i>	<i>Quarterly</i>	<i>Report</i>
<i>Creating training modules</i>	<i>Training module(s) developed and delivered, with attendance/feedback record</i>	<i>As scheduled</i>	<i>Module + Session Record</i>
<i>Awareness and orientation workshops</i>	<i>Workshop documentation (agenda, attendance, outcomes)</i>	<i>As scheduled</i>	<i>Document</i>
<i>Documentation of certification/regulatory approvals and empanelment</i>	<i>Certification/empanelment status documentation</i>	<i>One-time / Ongoing</i>	<i>Document</i>
<i>Demonstration</i>	<i>Demonstration/outreach activity report, with demonstration videos and case documentation</i>	<i>As scheduled</i>	<i>Report / Video</i>
<i>Overall program reporting (all selected activities)</i>	<i>Consolidated monthly/quarterly progress report</i>	<i>Monthly/Quarterly</i>	<i>Report</i>

6. Selection Criteria:

In addition to the filled application form, SELCO Foundation will evaluate the applications based on the following criteria:

- Solutions addressing a clearly defined and significant **maternal, newborn or child health challenge** within the program's focus areas
- **Required certification / regulatory approval:** the certification(s), regulatory approval(s) or other applicable statutory authorization required for the MedTech product in its intended use and market. Evidence will be required during selection and due diligence

- **Technological innovation:** a technological component that is original and/or addresses a gap in maternal and child health, with potential for meaningful, real-world impact
- **Hardware / phygital integration:** hardware, medical devices or phygital elements where relevant to deliver tangible, on-ground solutions; digital-only solutions may be considered where they clearly enable field-level impact
- **Impact on women and children:** measurable and observable benefits for women, newborns and/or children, either directly or through stronger health-service delivery
- **Problem–solution readiness:** a clearly defined maternal or child health problem and a developed, certified solution that is ready for implementation, field validation, adoption or scale
- **Implementation readiness:** the team, operational capacity and partnerships required to deploy, test, refine or scale the certified solution within the program period
- Potential for **adoption, replication and scale**, particularly in underserved and resource-constrained settings, while improving access, quality, efficiency, safety or health outcomes
- **For solutions at the Scale stage:** technically sound and well-functioning certified solutions with evidence of use, and intent for post-installation servicing of technologies

The innovators/solution providers will be selected based on:

<i>Evaluation Component</i>	<i>Criteria Focus</i>	<i>Weighting (%)</i>	<i>Required Evidence in Proposal</i>
1. Problem–Solution Fit & Innovation	<i>Clearly defined maternal, newborn or child health challenge within the program's focus areas; technological innovation that is original and/or addresses a gap, with potential for meaningful, real-world impact.</i>	20%	<i>Problem statement, solution description, evidence of technical novelty/differentiation.</i>
2. Certification & Regulatory Compliance	<i>Required certification(s), regulatory approval(s) or statutory authorization applicable to the solution's intended use and market.</i>	15%	<i>Certification/regulatory approval documentation.</i>

3. Hardware/Phygital Integration & Impact	<i>Hardware, medical device or phygital elements relevant to on-ground delivery (or digital-only solutions with clear field-level impact); measurable impact on women, newborns and/or children or health-service delivery.</i>	15%	<i>Product/solution specifications; impact data or projected impact metrics.</i>
4. Problem–Solution & Implementation Readiness	<i>Developed, certified solution ready for implementation, field validation, adoption or scale; team, operational capacity and partnerships required to deploy/test/refine/scale within the 4-month program.</i>	20%	<i>Team composition, implementation plan, partnership evidence.</i>
5. Potential for Adoption, Replication & Scale	<i>Potential for adoption, replication and scale, particularly in underserved and resource-constrained settings, improving access, quality, efficiency, safety or health outcomes.</i>	15%	<i>Scale-up plan, target geography/segments, prior traction (if any).</i>
6. Scale-Stage Readiness (where applicable)	<i>For Scale-stage applicants: technically sound, well-functioning certified solution with evidence of use; intent for post-installation servicing of technologies.</i>	15%	<i>Field deployment data/evidence of use; servicing/support plan.</i>
TOTAL		100%	

Certification note: The specific certification or approval required will depend on the nature, intended use and regulatory classification of the solution. Applicants should provide relevant documentation during due diligence.

Who can apply:

- Innovators/solution providers that **innovate/develop/supply/integrate certified** MedTech and technology-enabled solutions for reproductive, maternal, newborn and child health
- **Innovators** with a certified solution that has been developed and is ready for implementation, or **solution providers** with a certified solution already being implemented, piloted or deployed with evidence of use
- Innovators/solution providers seeking to **test and/or deploy** the **certified MedTech technologies for field validation and evidence building**
- Innovators/solution providers catering to **women, newborns, children, caregivers, frontline workers and health systems**, particularly in **underserved and resource-constrained settings**
- Innovators/solution providers looking at **working closely with stakeholders such as NGOs/govt. institutes/public health systems/financial institutions** for scaling their technologies
- Applicants may **collaborate with other entities** where this strengthens the solution or its implementation capacity. Ongoing projects and multiple entries are welcome, provided each solution independently meets the eligibility criteria, including the applicable certification/approval requirement

*Geography – Pan India

*Early-stage concepts (Ideator category) are not eligible. Applicants must have a developed solution with the required certification/approval.

Minimum eligibility (screening – pass/fail):

- Applicant is an innovator or solution provider that innovates, develops, supplies or integrates a certified MedTech or technology-enabled solution for reproductive, maternal, newborn or child health (individuals with early-stage/Ideator-category concepts are not eligible)
- Solution holds the required certification(s), regulatory approval(s) or statutory authorization applicable to its intended use and market
- Applicant is based in, or the solution is deployable across, Pan-India geography
- Applicants may collaborate with other entities where this strengthens the solution or its implementation capacity; ongoing projects and multiple entries are welcome, provided each solution independently meets the eligibility criteria

SELCO reserves the right to contact the innovators/solution providers for further information or clarifications required during the selection and evaluation process. Selected innovators/solution providers will be invited for further discussion and assessment. SELCO

reserves the right to select or reject a proposal based on the fulfilment of the criteria outlined above, including the applicable certification/approval requirement.

7. Submission Requirements:

Interested innovators/solution providers are requested to submit the following before the deadline:

1. **Organizational Profile:** Overview of the organization and its team.
2. **Proposed Approach:** A clear problem statement, certified solution description, and the Scope of Work activities the applicant proposes to undertake.
3. **Certification/Regulatory Evidence:** Documentary evidence of the certification(s)/regulatory approval(s) applicable to the solution.
4. **Relevant Portfolio:** Evidence of the solution's maturity level and intended impact, including prior deployment/pilot data where applicable (Scale-stage applicants).
5. **Financial Proposal:** Requested budget breakdown for the execution of the proposed Scope of Work activities.

Please ensure your application clearly shows the readiness of your certified solution and your capacity to carry out the selected Scope of Work activities within the 4-month program. Applicants may account for flexibility in the number of deliverables possible within the program duration.

Note: Applicants are required to submit **applications to apply in the link**. Each application should detail the plan, methodology and deliverables specific to the Scope of Work activities selected.

8. Intellectual Property

Innovators/solution providers retain ownership of the intellectual property of their certified solutions. All reports, documentation, training modules, videos, case documentation and other deliverables created under this program, including their editable versions, will be shared with SELCO Foundation, and SELCO Foundation has the right to use these materials as needed.

9. Payment Terms:

No financial commitment is required from applicants to participate in the program. Where strategic financial support is extended by SELCO Foundation, it will be disbursed in a deliverable-based manner, released against approved milestones/activities from the Scope of Work, as mutually agreed between SELCO Foundation and the selected innovator/solution provider. The proposal and quotation are inclusive of all necessary taxes and costs applicable.

Please provide your requested budget split by activity/deliverable, as per the Financial Proposal Template below. Capture timelines and split cost wherever possible.

10. Application Process

If you are an innovator/solution provider with a certified solution and are interested in collaborating with SELCO Foundation, please complete the application form linked below with the required information. Applicants are requested to upload their technical proposals and financial proposals directly into the application form.

Last Date for Application – **To be announced**

The program follows a structured application, selection and program journey:

- **Application:** Submit a clear problem statement, certified solution description, evidence of certification/approval, maturity level and intended impact
- **Screening:** Applications are screened against predefined criteria, including problem relevance, solution readiness, certification/approval and potential impact
- **Due diligence:** Shortlisted solutions undergo a deeper review of the problem, technology, certification, team, feasibility, implementation readiness and impact pathways
- **Jury selection:** Final selection is made by a jury bringing together relevant health, technology, MedTech, implementation and domain expertise
- **4-month program:** Selected innovators/solution providers receive structured support to validate, implement, refine and strengthen their certified solution in relevant contexts
- **Demonstration and impact:** Solutions progress towards real-world validation, demonstration, evidence generation and broader adoption

Key dates for the call for applications, shortlist/decision, jury round, and announcement and onboarding will be shared once confirmed. The program phase runs for 4 months from onboarding.

Provide split costs as per deliverables based:

Please provide your requested budget and quotation as per the deliverables/activities selected and the program requirements mentioned above. Capture timelines and split cost wherever possible.

11. To apply

Interested innovators/solution providers with a certified solution (please include samples and/or references of previous similar work as proof of experience) are requested to reach out with a detailed proposal giving a brief on the certified solution and the activities they will undertake for this program, including requested budgets (with break-ups and explanation), timelines and milestones, and submit the same to the application form <https://forms.gle/btqACyds77XjfC4j7> on or before **10th October 2026 by 5 pm**.

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Catalyse Tech: Reproductive, Maternal, Newborn & Child Health”** (Name of Project)

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.