



Reference (TOR) for Consultancy Services

Title	Project Management Unit – Solarization of Women-led Livelihoods in Maharashtra (MAVIM–SELCO Foundation Short Duration Project)
Timeline	6 Months (Oct – Mar)
Expected area of expertise	Enterprise profiling & energy assessment, field mobilization & outreach, due diligence, stakeholder coordination, installation facilitation and site validation
Geographical Scope	5–6 districts of Maharashtra (to be finalized in consultation with MAVIM)
Apply Link	https://forms.gle/ntigMBJ8PDzNPSJ58
Last Date for Apply	03 rd October 2026 by 5 pm.

About SELCO Foundation:

SELCO Foundation is an open-source, not-for-profit organization that engages in field-based R&D and ecosystem building for the deployment of clean energy solutions that alleviate poverty by improving access to sustainable energy to underserved communities in tribal, rural, and urban poor areas. The organization works in collaboration with practitioners in the social sector, energy entrepreneurs, NGOs from various developmental sectors, and educational institutions to link the benefits of sustainable energy to poverty eradication. The organization works across verticals such as energy access, health, and livelihoods. You can find more information about the SELCO Foundation on our website: <http://www.selcofoundation.org/>

1. Summary of the Project:

While access to decentralized renewable energy (DRE) can help nano/micro-entrepreneurs upscale, improve productivity, and increase income, its adoption remains sub-optimal due to limited awareness, lack of access to a supportive ecosystem, and high initial capital requirements.

SELCO Foundation is working with the Maharashtra Mahila Aarthik Vikas Mahamandal (MAVIM) to co-design a short duration project aimed at solarizing the livelihoods of 1000 women nano/micro-entrepreneurs. These women, drawn from the network of Self-Help Groups (SHGs) supported by MAVIM, work in the streams of food processing, value-added food products, and non-food manufacturing through home-based or dedicated facility-based setups. Eligible entrepreneurs will be supported under this initiative through the installation of off-grid solar systems, across 5–6 districts of Maharashtra to be selected in consultation with MAVIM, over a 6-month duration.

A consultant (individual or organization) working as a Project Management Unit (PMU) is being onboarded by SELCO Foundation to lead field-level implementation of the project — from enterprise profiling and energy assessment, through mobilization, due diligence and shortlisting, to installation coordination and site validation.

2. Goals and Objectives

The engagement's key objectives are:

- Facilitate the solarization of 1000 women-led nano/micro-enterprises drawn from MAVIM's SHG network, across 5–6 districts of Maharashtra.
- Assess energy requirements for enterprises based on their occupational profile.
- Mobilize and engage entrepreneurs from the longlist shared by MAVIM, and build a verified shortlist of eligible, willing participants through due diligence and documentation.
- Coordinate closely with MAVIM's district and sub-district cadre to ensure proper engagement and participation of women entrepreneurs throughout the project.
- Facilitate timely, quality installation of solar systems in coordination with the technology vendor and validate proper installation at each site.

3. Scope of Work

Geographical project locations: 5–6 districts of Maharashtra (to be finalized in consultation with MAVIM). Longlist to be reviewed: approximately 2000 women entrepreneurs. Implementation target: up to 1000 entrepreneurs, subject to the Phase 1 feasibility methodology. The scope is structured across four phases aligned with the project timeline, detailed below.

Area	Detailed Tasks
Phase 1: Enterprise Profiling & Energy Assessment (October)	• Review the longlist of approximately 2000 women entrepreneurs shared by MAVIM and finalize the key enterprise profiles to be focused on, in consultation with MAVIM and SELCO Foundation. • Assess the energy requirement and energy-access-related challenges of the women entrepreneurs based on their occupational profile (food processing, value-added food products, non-food manufacturing – home-based or facility-based). • Conduct sample site visits across a representative subset of the longlist to validate the profiling and energy assessment approach. • Submit a methodology note based on Phase 1 findings, confirming the feasibility of reviewing the ~2000-entrepreneur longlist and implementing solar systems for up to 1000 entrepreneurs, and flagging any challenges or risks identified — for SELCO Foundation's review and approval before Phase 2 is initiated.
Phase 2: Mobilization, Due Diligence & Shortlisting (October–November)	• Strategize identification, mobilization, and outreach to women entrepreneurs from the longlist shared by MAVIM, and ensure timely implementation through field activities including site visits. • Prepare a shortlist of eligible (as per norms decided by MAVIM and SELCO Foundation) and willing entrepreneurs. • Complete due diligence and basic documentation for all shortlisted entrepreneurs. • Coordinate with the district and sub-district cadre of MAVIM to ensure proper engagement and participation of women entrepreneurs throughout the mobilization and selection process.
Phase 3: Installation Coordination & Site Validation (November – January)	• Coordinate with the technology vendor to ensure timely and smooth deployment and installation of the chosen solar systems at entrepreneur sites. • Validate proper site installation of the selected solar system at each entrepreneur location. • Continue coordination with MAVIM's district/sub-district cadre to resolve field-level issues during installation. • Note: The actual installation of solar systems at entrepreneur sites is under the scope of a separate technology vendor.
Phase 4: Monitoring, Buffer & Closure (February)	• Support closure of any pending field activities, site visits, or documentation from earlier phases. • Document field observations, learnings, and challenges encountered during implementation.

Stakeholder (All Phases)	Coordination	- Act as the primary field-level point of contact between MAVIM (district/sub-district cadre and SHG network), women entrepreneurs, the technology vendor, and SELCO Foundation. - Facilitate regular coordination and review touchpoints to address operational issues and keep implementation on track against the project timeline.
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Note: The actual installation of solar systems at entrepreneur sites is under the scope of a separate technology vendor. The PMU's role is limited to assessment, mobilization, due diligence, coordination, and validation — installation timelines or delays on the vendor's part will not affect the PMU's payment terms.

Gate: Phase 2 will be initiated only after SELCO Foundation has reviewed and approved the Phase 1 methodology note, including its findings on the feasibility of the ~2000-entrepreneur longlist review and the up to 1000-entrepreneur implementation target.

4. Deliverables

The Project Management Unit is expected to produce the following, based on the scope of work:

Phase	Deliverable	Required Number
Phase 1	Groundwork initiation — finalized enterprise profiling approach and energy assessment framework, applied to the longlist of women entrepreneurs shared by MAVIM	1 framework, covering MAVIM's longlist
Phase 1	Methodology note based on sample site visits, confirming feasibility of the ~2000-entrepreneur longlist review and the up to 1000-entrepreneur implementation target, and flagging challenges/risks identified	1 methodology note (gate for Phase 2)
Phase 2	Mobilization and outreach tracker for entrepreneurs from the longlist	1 tracker
Phase 2	Longlist review and shortlist of eligible, willing entrepreneurs, with completed due diligence and basic documentation	Up to 1000 entrepreneurs
Phase 3	Installation coordination support and site-readiness communication with entrepreneurs	Across the finalized shortlist (up to 1000 sites)
Phase 3	Site installation validation report	1 consolidated report, covering the finalized shortlist
Phase 4	Field-level reports and closure documentation	1 consolidated report

5. Requirements

Agency/Individual should have experience in or capacity for:

- Project management and field-level implementation, specifically in livelihood and enterprise support.
- Field-based enterprise profiling, ideally within micro-enterprise/livelihood contexts (food processing, non-food manufacturing, or similar).
- Community mobilization and outreach, including working with women's Self-Help Group (SHG) networks.
- Conducting due diligence and basic documentation of prospective beneficiaries.
- Coordinating with government/semi-government bodies (such as MAVIM) at district and sub-district levels.
- Coordinating with technology vendors for timely and quality installation and validating site-level installation.
- Monitoring and documentation, including maintaining trackers and status reports.
- Excellent written and verbal communication skills, especially for field- and stakeholder-level coordination.
- The PMU (agency/individual) will need to be based in or have a strong field presence across Maharashtra throughout the duration of the engagement.

6. Selection Criteria

The agency will be selected on a combined technical and financial evaluation. Proposals must score a minimum of 70% on the technical components (1–5 below) to be considered for financial evaluation.

Evaluation Component	Criteria Focus	Weighting (%)	Required Evidence in Proposal
1. Project management and delivery experience	Experience in project management for livelihood, SHG-linked, or energy-access programs, including stakeholder engagement, monitoring, and reporting.	20%	Technical approach note; examples of comparable project management assignments with references.
2. SHG / MAVIM ecosystem experience	Prior experience working with women's SHG networks, MAVIM, or similar state livelihood missions.	15%	Evidence of prior SHG/livelihood-mission engagement; named references.
3. Methodology and approach	Approach to enterprise profiling, energy assessment, mobilization, and due diligence at scale (1000 entrepreneurs, 5–6 districts).	20%	Technical approach note; proposed mobilization and due-diligence methodology; sample enterprise profiling format.
4. Vendor coordination and installation validation capability	Clarity on the approach for coordinating installation with a technology vendor and validating site-level installation quality.	15%	Proposed coordination plan with the technology vendor; sample site validation format/checklist.
5. Field presence and team	Field presence across the relevant districts of Maharashtra; quality and availability of key personnel; credible plan to deliver within six months.	10%	CVs with time allocation; team/coverage plan by district; office/field presence in Maharashtra.
6. Financial proposal and value for money	Completeness, realism, and transparency of costing; person-day rates; cost per entrepreneur profiled/shortlisted/validated.	20%	Completed financial templates with HR-day breakdown and phase-wise split.
TOTAL		100%	

Minimum eligibility (screening — pass/fail):

- Entity/Individual legally registered and operating in India for a minimum of three years (company, LLP, partnership, registered society, trust or Section 8 company), or a consortium with a clearly designated lead entity holding full accountability.
- Valid PAN, GST registration and statutory compliance; audited financial statements for the last two financial years.

7. Submission Requirements

Interested agencies/consultants are requested to submit:

- A detailed proposal outlining approach, methodology, and timelines for each phase of the scope of work.
- Team composition, roles, and CVs with relevant experience.
- Organizational profile.
- A financial quote with a breakdown of costs, split by phase/deliverable wherever possible.
- Examples of similar past projects, particularly involving SHG networks, livelihood programs, or energy access.

8. Timelines

The PMU engagement period is for 6 months, from [Insert Start Month/Year] to [Insert End Month/Year], structured as follows:

- October: Alignment with MAVIM and finalization of the PMU.
- October– November: Enterprise profiling, mobilization, due diligence, and shortlisting through the PMU.
- October: Solarization vendor finalization by SELCO Foundation (parallel track).
- November – January: Solar installation, with the PMU coordinating and validating installation at each site.
- February: Documentation and closure.

9. Payment Terms

Payment will be deliverable-based, made in accordance with the terms agreed between the PMU and SELCO Foundation, and released only against deliverables formally accepted in writing by SELCO Foundation. Please provide your proposal and quotation for the above-mentioned programme requirements, capturing timelines and splitting costs wherever possible.

Tranche	Milestone / Deliverable accepted	Timeline	% of contract value
1	Signing of agreement	Month 1 (October)	10%
2	Acceptance of Phase 1 deliverables: Groundwork Initiation Framework and Methodology Note (Deliverables 1 and 2)	Month 1 (October)	20%
3	Acceptance of Phase 2 deliverables: Mobilization & Outreach Tracker and Longlist Review & Shortlist Report (Deliverables 3 and 4)	Month 2 (November)	40%
4	Acceptance of Phase 3 deliverables: Installation Coordination Support and Site Installation Validation Report (Deliverables 5 and 6)	Month 3–5 (November–January)	20%
5	Acceptance of Phase 4 deliverable: Field-Level Reports & Closure Documentation (Deliverable 7)	Month 6 (February)	10%
Sub-total — base assignment		6 months	100%
TOTAL			100%

TDS will be deducted as applicable. Travel and field costs, if reimbursable rather than lump-sum, must be pre-approved and supported by original documentation.

Number of Instalments	Details
1st Instalment	10% of overall PMU engagement cost, released on signing of agreement.
2nd Instalment	20% of PMU engagement cost, released on completion of Phase 1: - Finalized enterprise profiles from the longlist - Energy assessment and modular solar system design options - Methodology note (based on sample site visits) submitted and approved by SELCO Foundation
3rd Instalment	40% of PMU engagement cost, released on completion of Phase 2: - Mobilization and outreach tracker - Shortlist of eligible, willing entrepreneurs with completed due diligence and documentation
4th Instalment	20% of PMU engagement cost, released on completion of Phase 3: - Installation coordination support provided for all sites - Site installation validation report
5th Instalment	10% of PMU engagement cost, released on completion of Phase 4: Closure documentation and field-level M&E support report

10. To Apply

Interested consultants/agencies, with relevant experience (please include samples and/or references of 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 process to be adopted for this engagement, including budgets (with break-ups and explanation), timelines, and milestones, and submit the same via <https://forms.gle/ntigMBJ8PDzNPSJ58> on or before **3rd October 2026 by 5 pm**.

Any further queries may be sent to procurement@selcofoundation.org with the subject line: **"PMU – Solarization of Women-led Livelihoods with MAVIM"**

Note: The application will be evaluated on a rolling basis.

Financial Proposal SAMPLE Template (Bidders are free to use their own template): Budget Breakdown & HR Allocation

Collaborators are requested to use this template to provide a transparent breakdown of the costs associated with the assignment. All amounts in INR, exclusive of GST (indicate GST separately). Costs must be split between Maharashtra wherever they are state-specific.

Section A: Studies, Design and Strategy (Lump Sum by Deliverable)

Deliverable	HR days – Maharashtra	Key personnel deployed	Proposed cost (INR)
Phase 1: Enterprise Profiling & Assessment (Oct)	[Input]	[Input]	[Input]
Phase 2: Mobilization, Due Diligence & Shortlisting (Oct–November)	[Input]	[Input]	[Input]
Phase 3: Installation Coordination & Site Validation (November – January)	[Input]	[Input]	[Input]
Phase 4: Monitoring, Buffer & Closure (February)	[Input]	[Input]	[Input]
TOTAL SECTION A	[Input]		[Input]

Section B: Implementation Support (Unit Cost per Centre)

Advisory, engineering and supervision services only. Equipment supply and EPC to be quoted separately in Section D if the consultant intends to execute the works.

Activity / unit of output	Qty (no. of centres)	HR days per centre	Cost per centre (INR)	Total cost (INR)
B.1 Enterprise profiling	[Input]	[Input]	[Input]	[Input]
B.2 Mobilization, Due Diligence & documentation	[Input]	[Input]	[Input]	[Input]
B.3 Installation coordination and site-readiness communication	[Input]	[Input]	[Input]	[Input]
B.4 Site installation validation	[Input]	[Input]	[Input]	[Input]
TOTAL SECTION B				[Input]

Section C: HR Allocation and Management

Role / personnel title	Description of responsibility	Total days on assignment	Rate per day / total (INR)
Team Leader / Project Manager	Overall delivery, MAVIM liaison, SELCO reporting, quality control	[Input]	[Input]

Field Coordinators	Enterprise profiling, mobilization, due diligence, site visits	[Input]	[Input]
Community Mobilization Specialist	Outreach and engagement with SHG entrepreneurs	[Input]	[Input]
Due Diligence & Documentation Specialist	Shortlisting, documentation, consent collection	[Input]	[Input]
Installation Coordination Specialist	Vendor coordination, site-readiness, validation	[Input]	[Input]
Documentation & Endline Assessment Specialist	Basic endline assessment, closure documentation	[Input]	[Input]
District/Sub-district Liaison (MAVIM cadre coordination)	Coordination with MAVIM's district/sub-district cadre	[Input]	[Input]
TOTAL SECTION C		[Input]	[Input]

Section D: Travel, Logistics and Other Direct Costs

Item	Unit / basis	Quantity	Cost (INR)
D.1 Field travel across 5–6 districts of Maharashtra	[Input]	[Input]	[Input]
D.2 Accommodation and per diem	[Input]	[Input]	[Input]
D.3 Workshops and coordination meetings with MAVIM cadre	[Input]	[Input]	[Input]
D.4 Translation (Marathi), printing, training/documentation material	[Input]	[Input]	[Input]
D.5 Software/tracker hosting	[Input]	[Input]	[Input]
TOTAL SECTION D			[Input]

Section E: Total Contract Value Summary

Description	Maharashtra	Total (INR)
A. Studies, design and strategy cost (Section A)	[Input]	[Input]
B. Implementation support cost (Section B)	[Input]	[Input]
C. HR / management cost (Section C)	[Input]	[Input]
D. Travel, logistics and direct costs (Section D)	[Input]	[Input]
E. Contingency (e.g., 5% of A+B+C+D)	[Input]	[Input]
F. SUB-TOTAL — BASE ASSIGNMENT (8 months)	[Input]	[Input]
G. End-line Study (optional extension, Month 14)	[Input]	[Input]

H. GST as applicable		[Input]
I. TOTAL PROPOSED CONTRACT VALUE (F + G + H)		[Input]

Note: If there is travel required, kindly mention the tentative budget along with the number of days of travel. Bidders should note that field work spans multiple districts in two states and should cost travel, inter-state coordination and instrumentation realistically.

11. 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.

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 SELCO and during the term of this Agreement.

Child Labor: The Consultant will ensure that neither it, 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 is it 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 such Official to use his or her 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 a 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 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 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.

ii. 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.