



Terms of Reference (TOR)

Implementation Partnership for Climate-Resilient Livelihood Strengthening and Community Capacity Building in Nagaland

Particulars	Details
Title	Partnership for Climate-Resilient Livelihood Strengthening, Women-led Enterprise Incubation, Indigenous Knowledge Documentation, and Bamboo Design Residency in Nagaland
Timeline	6 Months
Expected Area of Expertise	Climate-resilient livelihoods; women-led enterprise incubation; SHG and community institution strengthening; entrepreneurship development; livelihood and enterprise assessment; capacity building and business mentoring; Indigenous knowledge documentation; bamboo value chain development; design residency and innovation; appropriate technology integration; sustainable value chain strengthening; finance and scheme convergence; market linkages; participatory planning; field implementation; stakeholder and ecosystem coordination; monitoring, evaluation, learning (MEL); documentation and knowledge management.
Email and Link to Apply	https://forms.gle/zk4Ka9kY5utyLdJz8

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:

Nagaland has a rich ecosystem of indigenous knowledge, natural resource-based livelihoods, and strong community institutions. However, rural communities continue to face increasing livelihood vulnerabilities due to climate variability, limited access to appropriate technologies,

inadequate technical capacities, weak institutional support systems, and challenges in adopting sustainable and climate-resilient livelihood practices.

SELCO Foundation proposes to engage an organisation with a strong local presence and implementation capabilities in Nagaland to strengthen climate-resilient livelihood systems through three interconnected areas of work:

1. **Women-led Climate-Resilient Livelihood Capacity Building and Sustainable Food Processing;**
2. **Indigenous Knowledge Documentation and Climate-Resilient Livelihood Practices; and**
3. **Bamboo-Based Sustainable Livelihoods, Design Innovation and Community Capacity Building.**

The engagement will combine on-ground implementation, community capacity building, demonstration of climate-resilient technologies, knowledge documentation, design innovation, institutional strengthening, and ecosystem partnerships to enhance livelihood resilience and adaptive capacities.

The programme will also provide flexibility to identify and support emerging livelihood opportunities, climate-resilient innovations, and strategic partnerships that contribute to strengthening community resilience, improving sustainable livelihoods, and generating knowledge and learnings for future interventions.

2. Objective:

The engagement aims to:

- **Strengthen women-led enterprises** by implementing a structured enterprise incubation programme for approximately **300 women entrepreneurs** across selected districts (Kohima, Dimapur, Phek, Peren), with a focus on enterprise development, technology integration, market readiness, and sustainable livelihoods.
- **Build entrepreneurial capacities** through need-based mentoring, business planning, financial and scheme convergence, peer learning, exposure, and technology-enabled enterprise support to improve enterprise performance and resilience.
- **Identify, document, and preserve indigenous knowledge systems, traditional practices, and community knowledge holders** that contribute to climate resilience, sustainable livelihoods, and local resource management.
- **Promote the integration of indigenous knowledge with appropriate technologies and locally relevant innovations** to strengthen sustainable livelihood systems and enhance community resilience.
- **Implement the Bamboo Design Residency Programme** by onboarding host enterprises, facilitating collaboration between residents, artisans, and ecosystem stakeholders, supporting prototype development, and strengthening bamboo-based enterprises through design-led innovation.

- **Strengthen collaboration across the livelihood ecosystem** by engaging government departments, NSRLM, financial institutions, technical partners, community institutions, enterprises, designers, and market actors to enable sustainable enterprise growth.
- **Demonstrate and promote climate-resilient enterprise models** through appropriate technologies, sustainable production practices, value addition, resource efficiency, and locally adaptable business solutions.
- **Generate high-quality knowledge products, implementation learnings, case studies, and evidence** to support programme improvement, policy engagement, replication, and scale-up of climate-resilient livelihood and enterprise models in Nagaland.

3. Scope of Work

The organisation will be responsible for the following five areas of work:

Workstream	Scope of Work / Key Activities
1. Women-led Enterprise Incubation and Livelihood Strengthening	• Conduct awareness and orientation programmes to identify aspiring women entrepreneurs in collaboration with NSRLM and local institutions. • Identify, screen and assess approximately 300 women entrepreneurs using agreed selection criteria and enterprise assessment tools. • Develop customised enterprise incubation plans based on livelihood opportunities, business potential, technology requirements and entrepreneur aspirations. • Provide need-based enterprise incubation through business planning, financial literacy, exposure visits, peer mentoring, technology integration, branding, packaging, certification support and market linkage facilitation. • Facilitate convergence with government schemes, financial institutions, SHG federations and ecosystem partners for enterprise growth. • Coordinate technology assessment, productive-use equipment planning, installation support and post-installation handholding in collaboration with SELCO Foundation and technology partners. • Track entrepreneur progress, enterprise performance, technology utilisation and business milestones throughout the incubation period. • Document implementation learnings, enterprise case studies, success stories and best practices for programme improvement and scale-up.
2. Indigenous Knowledge Documentation and	• Develop a methodology for identifying, documenting and validating indigenous knowledge systems and climate-resilient livelihood practices.

Climate-Resilient Livelihood Practices	• Identify priority thematic areas and intervention locations in consultation with SELCO Foundation. • Map indigenous knowledge holders, master practitioners, artisans, farmers and traditional institutions. • Document traditional practices using interviews, photography, videography, process documentation and case studies while ensuring prior informed consent and ethical documentation practices. • Assess opportunities to integrate indigenous knowledge with appropriate technologies and climate-resilient livelihood solutions. • Identify and engage selected Living Masters as community resource persons and mentors. • Develop a structured digital knowledge repository and recommendations for strengthening indigenous knowledge-based livelihood systems in Nagaland.
3. Bamboo Design Residency and Enterprise Development	• Identify and onboard two host bamboo enterprises for the Bamboo Design Residency Programme. • Coordinate resident onboarding, local logistics, accommodation support, field immersion and stakeholder engagement throughout the residency period. • Facilitate collaboration among design residents, bamboo enterprises, artisans, technical experts and ecosystem partners to support co-creation and design innovation. • Support prototype development, product improvement, technology integration, fabrication support and sustainable production practices. • Coordinate sourcing of raw materials and maintain documentation on prototype development, design iterations and implementation learnings. • Monitor resident progress, conduct regular field reviews and coordinate periodic reporting with SELCO Foundation. • Identify and profile bamboo artisans, enterprises and ecosystem actors to develop a Bamboo Value Chain Champions Directory. • Identify opportunities for enterprise strengthening, design innovation, skill development and ecosystem partnerships to enhance the bamboo value chain in Nagaland.

4. Roles and Responsibilities

SELCO Foundation

- Provide **overall programme direction, objectives and implementation guidance.**
- Approve the **detailed workplan, methodology, milestones and key deliverables** proposed by the bidder.
- Provide technical guidance on **appropriate technology, productive-use equipment and renewable energy solutions.**
- Facilitate linkages with **technology partners and relevant ecosystem organisations** where required.
- Support strategic coordination with **government departments, NSRLM/SRLM, financial institutions and other key stakeholders.**
- Review and approve **assessment reports, implementation plans, progress reports and final deliverables.**
- Conduct periodic **programme reviews and field-level monitoring.**
- Provide feedback and guidance for addressing **implementation challenges and emerging opportunities.**
- Guide the development of **knowledge products, case studies, learning documentation and scale-up recommendations.**
- Facilitate alignment of the intervention with **SF's broader livelihood, technology and climate-resilience objectives.**

B. Implementation Partner

- Take **overall responsibility for field-level implementation** of the agreed programme.
- Prepare a **detailed implementation plan with activities, timelines, milestones and responsibilities.**
- Establish a **local implementation team and coordination mechanism in Nagaland.**
- Mobilise and engage **women entrepreneurs, SHGs, community institutions, artisans, farmers and other beneficiaries.**
- Identify, screen and assess approximately **300 women entrepreneurs** and prepare individual incubation plans.
- Provide **enterprise mentoring, business planning, financial literacy, exposure, peer learning and capacity building.**
- Facilitate **branding, packaging, certification, market linkages and business development support.**
- Identify enterprise-level **technology requirements** and coordinate with SF for technology assessment, installation and handholding.
- Identify and document **indigenous knowledge, traditional practices and knowledge holders**, ensuring informed consent.
- Document a minimum of **20 indigenous practices** through interviews, photographs, videos and process documentation.
- Identify and engage **Living Masters/community resource persons.**
- Develop and maintain the **digital Indigenous Knowledge Repository/Knowledge Hub.**
- Identify and onboard at least **2 bamboo host enterprises** for the Design Residency.

- Coordinate **design residents, artisans, enterprises, designers and technical experts** during the residency.
- Facilitate **prototype development, product improvement, fabrication and technology integration**.
- Identify bamboo artisans, enterprises and ecosystem stakeholders and develop the **Bamboo Value Chain Champions Directory**.
- Facilitate **government scheme, finance and institutional convergence** for enterprises.
- Establish and maintain **market and ecosystem linkages**.
- Conduct regular **field visits, monitoring and beneficiary follow-up**.
- Maintain required **trackers, databases, attendance records, progress records and documentation**.
- Submit **monthly progress reports and milestone-based deliverables** to SF.
- Develop required **case studies, success stories, photographs, videos and learning documents**.
- Identify implementation risks and take **timely corrective actions** in consultation with SF.
- Ensure all programme data and documentation are **accurate, complete and reliable**.
- Submit the **final programme completion report, learnings and recommendations for scale-up**.

5. Deliverables

The organisation is expected to produce the following, based on the scope of work:

Month	Workstream	Deliverables / Required Outputs
September 2026	1. Women-led Enterprise Incubation & Livelihood Strengthening	Inception & Planning • District-wise implementation plan and incubation strategy • Awareness and orientation plan
	2. Indigenous Knowledge Documentation	• Indigenous Knowledge Documentation Framework
	3. Bamboo Design Residency & Enterprise Development	Programme Management • Residency implementation plan and activity calendar
October 2026	1. Women-led Enterprise Incubation & Livelihood Strengthening	Entrepreneur Identification & Selection • Lead generation database and entrepreneur profiling – approximately 300 entrepreneurs • Enterprise assessment reports and incubation plans for selected entrepreneurs
	2. Indigenous Knowledge Documentation	• Living Masters Directory with detailed profiles • Knowledge Hub – initial establishment
	3. Bamboo Design Residency & Enterprise Development	Programme Management • Host Enterprise Onboarding Report – minimum 2 enterprises • Resident placement and coordination tracker
November 2026	1. Women-led Enterprise Incubation & Livelihood Strengthening	Enterprise Incubation • Training calendar, training materials and attendance records

		• Technology assessment and implementation tracker • Finance and scheme convergence tracker
	2. Indigenous Knowledge Documentation	• Initiation of documentation of indigenous practices • Interviews, photographs and process documentation initiated
	3. Bamboo Design Residency & Enterprise Development	• Fortnightly resident check-in and wellbeing logs • Prototype development initiated
December 2026	1. Women-led Enterprise Incubation & Livelihood Strengthening	• Exposure visits and peer-learning documentation • Business development support tracker – branding, packaging, certification, market linkages, etc. • Continued technology assessment and implementation tracking
	2. Indigenous Knowledge Documentation	• Continued documentation of indigenous practices • Multimedia documentation – photographs, interviews and videos
	3. Bamboo Design Residency & Enterprise Development	• Fortnightly resident check-in and wellbeing logs • Prototype material and expense register • Prototype development and design process documentation
January 2027	1. Women-led Enterprise Incubation & Livelihood Strengthening	• Continued enterprise incubation and business development support • Updated technology assessment and implementation tracker • Updated finance and scheme convergence tracker • Updated business development support tracker
	2. Indigenous Knowledge Documentation	• Continued documentation towards minimum 20 indigenous practices • Living Masters profiles and knowledge documentation strengthened
	3. Bamboo Design Residency & Enterprise Development	• Fortnightly resident check-in and wellbeing logs • Prototype documentation – drawings, specifications, photographs/videos • Continued design process and enterprise learning documentation
February 2027	1. Women-led Enterprise Incubation & Livelihood Strengthening	Monitoring & Reporting • Enterprise milestone tracker and entrepreneur performance report • Progressive documentation of 30 enterprise case studies and success stories • Photo documentation
	2. Indigenous Knowledge Documentation	• Minimum 20 documented indigenous practices completed • Digital Indigenous Knowledge Repository consolidated • Multimedia documentation package consolidated

	3. Bamboo Design Residency & Enterprise Development	• Final prototype documentation package • Consolidated documentation of design processes, innovations and enterprise learnings • Fortnightly resident check-in and wellbeing logs
March 2027 10th Closure	1. Women-led Enterprise Incubation & Livelihood Strengthening	• Final enterprise milestone/performance dashboard • Final 30 enterprise case studies and success stories • Final photo documentation • Final programme completion report with outcomes, learnings and recommendations
	2. Indigenous Knowledge Documentation	• Final Digital Indigenous Knowledge Repository / Knowledge Hub • Final Multimedia Documentation Package • Integration recommendations for technology and livelihood programmes • Final learning report with recommendations for conservation and scale-up
	3. Bamboo Design Residency & Enterprise Development	• Final Bamboo Residency Report, including outcomes, lessons learnt and recommendations for future scale-up • Final consolidated prototype/design documentation • Final documentation of design processes, innovations and enterprise learnings

6. Selection Criteria

The selection of the organisation will be based on the evaluation of expertise, experience, implementation capacity, and methodological approach.

The technical proposal will be evaluated based on the following areas:

Evaluation Component	Criteria Focus	Weighting (%)
1. Strategic Insight & Systems Narrative	Understanding of the TOR; clarity of understanding of Nagaland context; approach to climate-resilient livelihoods, women-led enterprises, indigenous knowledge and bamboo value chain; ecosystem and stakeholder strategy.	20%
2. Full-Spectrum Content Execution Capability & HR Allocation	Ability to execute the programme at field level; adequacy and suitability of team structure; roles, deployment and field presence; systems for enterprise incubation, documentation, technology integration, bamboo residency and reporting.	15%

3. Adaptability & Innovation	Ability to identify emerging livelihood opportunities, respond to field realities and integrate appropriate technology, design innovation and locally relevant solutions.	15%
4. Relevant Sector Experience & Team Profile	Demonstrated experience in enterprise development, livelihood strengthening, women/SHG programmes, indigenous communities, bamboo/natural-resource-based livelihoods, documentation and ecosystem building, with strong local/North-East presence.	30%
6. Financial Proposal & Value for Money	Overall cost, clarity of budget break-up, reasonableness of costs, and value for money in relation to proposed activities and outputs.	20%
TOTAL		100%

7. Submission Requirements:

Interested collaborators (individuals, teams, or agencies) are requested to submit the following by before deadline

1. **Organizational/Individual Profile:** Overview of your team/experience.
2. **Proposed Approach:** A brief document outlining your understanding of the CSP Fellowship and your proposed strategy to execute the SOW, focusing on narrative-led communication.
3. **Relevant Portfolio:** Examples of previous work in the development sector, complex issue advocacy, or narrative design (especially for fellowships or systemic change initiatives).
4. **Financial Proposal:** Detailed quotation for the execution of the entire scope of work.

Please ensure your application directly addresses your capability to own the end-to-end execution of communication design across strategy, production, and dissemination. Agencies are asked to account for flexibility in terms of time allocation or the number of deliverables for the required scope of work which is possible in the given duration of the campaign.

Note: Applicants are required to submit **applications to apply in the link**. Each application should detail the plan, methodology, and deliverables specific as per the requirement mention in the scope of work.

8. Intellectual Property

All final outputs, templates, and visual assets created under this engagement will be the intellectual property of SELCO Foundation and will be freely available for public sharing under an open-source license.

9. Payment Terms

It will be deliverable based, with quarterly payments made in accordance with the terms agreed upon between the consultant and SELCO Foundation. Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

Number of Instalments	Details
1st Instalment	30% of the overall project cost will be released upon signing of the agreement on submission of the Detailed Implementation Plan, including workstream-wise timelines, Monitoring, Evaluation & Reporting (MER) Framework, stakeholder engagement plan, and reporting schedule along with Invoice.
2nd Instalment	30% of the overall project cost will be released upon submission and approval of the following: Beneficiary Identification & Profiling Report, Livelihood Vulnerability & Capacity Assessment Report, Indigenous Knowledge Documentation Framework, Indigenous Knowledge Mapping Report, Host Enterprise Onboarding Report (minimum two enterprises), Bamboo Design Residency Implementation Plan, and establishment of the local coordination mechanism.
3rd Instalment	20% of the overall project cost will be released upon submission and acceptance of agreed interim deliverables, including Quarterly/Monthly Progress Reports, Training Reports, Technology Adoption & Institutional Convergence Tracker, Living Masters Directory, Resident Placement & Check-in Reports, Prototype Documentation Package, Bamboo Value Chain Champions Directory (draft), Field Monitoring Reports, and other agreed progress documentation.
4th Instalment	20% of the overall project cost will be released upon successful completion of the project and submission of all final deliverables, including the Final Consolidated Programme Completion Report, Indigenous Knowledge Repository, Multimedia Documentation Package, Final Bamboo Value Chain Champions Directory, Case Study Compendium, Knowledge Products, Policy & Recommendation Report, Replication & Scale-up Strategy, and all supporting documentation as agreed under the Terms of Reference.

10. Application Process

If your enterprise meets the eligibility criteria and is interested in collaborating with the SELCO Foundation, please complete the application form linked below with the required information. Agency / Consultant are requested to upload their technical proposals and financial quotations directly into the application form.

Provide split costs as per deliverables based:

Please provide your proposal and quotation as per deliverables based and mentioned program requirements. Capture Timelines and Split cost wherever possible.

11. To apply

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/zk4Ka9kY5utyLdJz8> on before **12th September 2026**.

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Partnership for Climate-Resilient Livelihood Strengthening, Women-led Enterprise Incubation, Indigenous Knowledge Documentation, and Bamboo Design Residency in Nagaland”** (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

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.

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:

- *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
- 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*.
- 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.
- 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.

- 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.