



Terms of Reference (TOR) for Consultancy Services

Title	Occupational Safety, Working Conditions and Workspace Design Support for Jaggery Processing Units used by Vulnerable Individual End Users – Pandavapura and North Karnataka (Hubballi–Dharwad)
Timeline	3 Months
Expected area of expertise	• Occupational health and safety, industrial hygiene and ergonomics in small-scale food/agro-processing settings. • Diagnosis and mitigation of workplace hazards such as airborne particulates, dust, smoke, heat stress, burns and machine-related injury. • Workspace and layout design and improvement for small-scale rural processing units (jaggery processing units). • Energy-efficient, climate-responsive and ergonomic design that reduces drudgery and worker exposure. • Preparation of architectural working drawings, 2D and 3D visualisations and Bills of Quantities (BOQ). • Documentation of safety, hygiene and food-safety practices, including applicable statutory references. • Experience working with vulnerable and economically disadvantaged individual end users engaged in jaggery-based and food-processing livelihoods in rural settings. • Experience in Karnataka jaggery clusters (Pandavapura, Mandya district, and North Karnataka / Hubballi–Dharwad) will be an advantage.
Apply Link	https://forms.gle/D2b2ck2f7n1aCxpU8 (Contact Procurement for Form Link)
Last Date for Apply	22 nd August 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 such as livelihoods, education and health till the last mile. (Read more about SELCO here: <http://www.selcofoundation.org/>)

1. About the Programme

In Karnataka's jaggery-producing clusters — Pandavapura in Mandya district, and North Karnataka, particularly the Hubballi–Dharwad region — many vulnerable and economically disadvantaged individuals are engaged in jaggery-based livelihoods, operating small and decentralized processing units that range from smaller to larger-capacity setups.

The jaggery-making process — cane crushing followed by prolonged open-pan boiling over solid-fuel furnaces — exposes the individuals who operate and work in these units to significant health and safety risks. Fine airborne particulates, bagasse dust, ash and smoke are released during crushing and furnace operation and are frequently inhaled, often with no masks or protective covering, contributing to respiratory and other health problems. Workers also face heat stress and burns from proximity to open boiling pans and furnaces, injury risk from crusher machinery, ergonomic strain and drudgery from manual handling, and hygiene risks — often in poorly ventilated spaces.

Support for such units has often focused narrowly on spatial layout and design. This engagement takes a broader view: the objective is not only to improve the design and layout of the workspace, but to improve the health, safety and overall working conditions of the individuals who operate and work in these units, while also supporting product quality and hygiene.

SELCO Foundation, in coordination with relevant local stakeholders, proposes a three-month engagement to diagnose the most pressing health, safety and working-condition problems faced in these units, and to develop practical, affordable design and workplace-safety solutions across a defined set of unit types. The engagement aims to reduce exposure, drudgery and risk, strengthen and sustain these livelihoods, and document reusable approaches for future livelihood-enhancement programmes.

2. Objective

- Assess existing jaggery processing units in Pandavapura and North Karnataka (Hubballi–Dharwad) and diagnose the health, safety, hygiene, ergonomic and working-condition problems faced by the individuals who operate and work in them.
- Identify and clearly articulate the most pressing field problems — including occupational health hazards such as exposure to airborne particulates, dust and smoke — affecting these workers.
- Develop practical, affordable and context-appropriate solutions that go beyond spatial layout to reduce exposure, drudgery and risk and to improve working conditions — including engineering controls, ventilation and smoke/particulate extraction, heat-stress mitigation, machine safety, protective measures and hygiene.
- Develop energy-efficient, ergonomic and climate-responsive workspace designs and layouts across the defined unit types.
- Prepare architectural drawings, 2D/3D visualisations and Bills of Materials to guide safe and feasible improvements.
- Document occupational safety, health, hygiene and working-condition standards, and reusable design and safety approaches to inform similar livelihood-enhancement engagements.

3. Scope of Work

Phase 1 – Site Assessment, Occupational Health & Safety Diagnosis and Field Problem Identification

- **Qualitative Documentation:** Record visual observations, such as structural issues (e.g., wall cracks, soot marks from cooking, roof leaks, damaged window shutters), and examine livelihood-supporting machines and technologies.
- **Quantitative Documentation:** Measure and draw existing layout types, noting current furniture, machine placements, expandable areas and all site dimensions.
- **Activity Mapping and Ergonomic Analysis:** Document workflows, movement patterns, points of drudgery and potential ergonomic improvements to enhance comfort, safety and productivity.

- **Occupational Health & Safety Diagnosis:** Assess worker exposure to airborne particulates, bagasse dust, ash and smoke; heat stress and burn risk; injury risk from crusher/mill machinery; noise; slips and falls; and the availability and use of protective covering (PPE) and ventilation. Engage the individuals who operate and work in the units to understand health complaints, safety concerns and working conditions.
- **Climate and Environmental Assessment:** Identify climate-related stresses, such as seasonal temperature variations, humidity, airflow obstructions and water seepage.
- **User Requirements:** Engage individual end users to gather insights on operational challenges, seasonal needs, peak activity periods and long-term goals.
- **Field Problem Identification:** Identify and clearly articulate the most pressing problems observed in the field — including occupational health hazards — and record them for structured solution development (see the Problem–Solution Framework below).

Phase 2 – Workspace Design and Health & Safety Interventions

Develop tailored solutions for each site and typology that address both the design needs and the identified health, safety and working-condition problems (both essential and desirable), ensuring the solutions are affordable and feasible within the timeline and aligned with the end users’ aspirations and daily workflow. Solutions must go beyond spatial layout to make the workplace healthier and safer for the people who operate and work in the units.

- **Workspace Organisation:** Arrange the workspace to enhance efficiency, ensuring smooth circulation and ease of operation.
- **Furniture Design & Implementation:** Design and install worktables, workstations, storage shelves and other essential furniture to support livelihood activities.
- **Electrical Work:** Rectify hazardous or poorly executed electrical installations, such as exposed wiring.
- **Battery Storage:** Ensure appropriate storage solutions for batteries and relocate them where necessary.
- **Floor and Wall Finishes:** Include easily maintainable paint and tile finishes so that spaces can be cleaned and maintained hygienically.
- **Roofing:** Plan roof systems based on indoor and outdoor heat stress and regional climatic conditions. Replace hazardous and non-durable roofing materials, such as asbestos or tin sheets, that are commonly used locally.
- **Ventilation, Smoke & Particulate Control:** Plan ventilation, exhaust and flue-gas/smoke extraction systems — for example improved furnace and chimney design, exhaust fans or turbo ventilators — to reduce workers’ exposure to smoke, dust and airborne particulates and to improve indoor air quality.
- **Heat-Stress Mitigation:** Incorporate heat shielding, insulation and layout measures to reduce workers’ exposure to radiant heat from furnaces and open boiling pans.
- **Machine & Process Safety:** Provide guarding for crusher/mill rollers and safe placement of hot processes to reduce burn and injury risk.
- **Protective Measures / PPE:** Recommend appropriate, affordable protective covering and equipment suited to the context — such as respiratory protection/masks, gloves, aprons and footwear — along with practical guidance on their use.
- **Ergonomics & Drudgery Reduction:** Address working heights, manual handling and repetitive strain; stepped flooring may be explored for pan-cooking systems to enable gravitational flow and reduce drudgery.
- **Flooring:** Plan flooring carefully, keeping in mind activity flow, the nature of the cooking process, spill management and slip prevention.

- **Storage:** Plan appropriate storage spaces to effectively support the livelihood activities.

Design Strategies / Proposal

- Provide accurate design strategies for the given scope of work in terms of measurements, materials and products, along with justification of their expected impact.
- Develop adaptable solutions using locally available materials, ensuring affordability and compatibility with locally available labour skills.
- Develop architectural design models that are aspirational for the local communities.
- Develop clear 2D and 3D visualisations, as required, ensuring clarity for both contractors and end users.
- Ensure the proposed solutions explicitly address the health, safety and working-condition problems identified in Phase 1 — not spatial layout alone.

Bill of Quantities (BOQ)

Prepare a detailed BOQ for the project, listing all materials, labour and estimated costs associated with the architectural, construction and health/safety works.

Occupational Safety, Health and Working-Conditions Standards

- Conduct safety and hygiene audits of processing units (equipment handling, particulate and smoke exposure, heat exposure, flooring, machinery).
- Document occupational health hazards and recommended mitigation measures for operators and workers.
- Develop guidance on protective measures/PPE and safe operating practices.
- Develop food-safety and hygiene protocols aligned with applicable requirements.
- Support units in relevant food-safety/quality registration readiness, where applicable.
- Document safe working practices for operators and workers.

Problem–Solution Framework

The consultant shall validate and expand the indicative problems below through field assessment, identify any additional pressing problems observed in the field, and develop practical, affordable solutions for each. The consultant shall complete the Proposed Solution, Nature of Solution and Applicable Typologies columns during the assignment.

Field Problem / Hazard	Who is Affected	Proposed Solution / Intervention	Nature of Solution	Applicable Typologies
Inhalation of airborne particulates, bagasse dust and ash during crushing and furnace operation (respiratory risk), often with no masks or protective covering	Operators / workers	—	—	—
Smoke and poor indoor air quality from open-pan furnaces with inadequate flue or	Operators / workers	—	—	—

Field Problem / Hazard	Who is Affected	Proposed Solution / Intervention	Nature of Solution	Applicable Typologies
ventilation (eye and respiratory irritation)				
Heat stress and burns from proximity to open boiling pans and furnaces	Operators / workers	—	—	—
Crush and cut injury risk from unguarded crusher/mill rollers	Operators / workers	—	—	—
Ergonomic strain and drudgery from manual stirring, lifting and prolonged standing near heat	Operators / workers	—	—	—
Slips, falls and hygiene risks from syrup spillage and wet or uneven flooring	Operators / workers	—	—	—
Additional pressing problems identified during field assessment	—	—	—	—

***Nature of Solution** may include design, engineering control, protective measure/PPE, process improvement or hygiene measure. Solutions should be practical, affordable and feasible for small and decentralized units.*

Types of Design Models

As part of the Design component, the consultant/agency shall develop unit designs and layouts across three automation levels — Manual, Semi-Automatic and Automatic — for each of three processing-capacity bands (1–2 tonne, 5–10 tonne and above 10 tonne), giving 8 unit designs in total, as illustrated in the matrix below. The designs must consider the climatic conditions of the project geographies in Karnataka (Pandavapura and North Karnataka) and must integrate the health and safety interventions described above.

Design Type	1–2 Tonne	5–10 Tonne	Above 10 Tonne
Manual	✓	✓	✓
Semi-Automatic	✓	✓	✓
Automatic	-	✓	✓

Total: 8 unit designs (three automation levels across three capacity bands).

4. Roles and Responsibilities

SELCO Foundation

- Identify and facilitate access to selected jaggery processing units used by vulnerable individual end users in Pandavapura and North Karnataka (Hubballi–Dharwad), in coordination with relevant local stakeholders.
- Coordinate field visits and introductions with local partners and community institutions.
- Share available baseline information, programme objectives and implementation timelines.
- Review and approve key deliverables, designs, reports and documentation.
- Provide technical guidance and periodic feedback throughout the engagement.
- Facilitate coordination with government departments, certification bodies and relevant stakeholders wherever required.
- Monitor overall programme progress and support issue resolution.

Consultant / Agency

- Conduct detailed assessments and occupational health & safety diagnosis of jaggery processing units in Pandavapura and North Karnataka (Hubballi–Dharwad).
- Identify and clearly articulate the most pressing field problems affecting the individuals who operate and work in these units.
- Develop workspace improvements and health & safety interventions across the nine unit designs, ensuring solutions go beyond spatial layout.
- Conduct safety and hygiene audits and document occupational safety, health and working-condition standards.
- Recommend appropriate, affordable protective measures/PPE and support relevant food-safety/quality registration readiness.
- Prepare architectural drawings, 2D/3D visualisations and Bills of Quantities.
- Submit all reports, designs, documents and deliverables within the agreed timelines, and coordinate regularly with SELCO Foundation, incorporating feedback during implementation.

Note: Any field visits for primary data collection are to be planned with the SELCO Foundation team, and the SELCO Foundation team should be involved and consulted at every stage of research and design development for better coordination and understanding of the context, process and outcome.

5. Deliverables to be Provided

Deliverable	Key Activities
Assessment & problem-diagnosis reports	• Documentation of existing jaggery units across the indicated typologies, including workflows, challenges, building systems and scale. • Occupational health & safety diagnosis covering particulate/smoke exposure, heat, burns, machine injury, ergonomics and hygiene. • Clear articulation of the most pressing field problems, with a completed Problem–Solution Framework.

Deliverable	Key Activities
Design proposal (with health & safety interventions)	• Design approach and concept for jaggery making that integrates health and safety interventions. • Conceptual 3D models, drawings (plan & section), elevations, sketches and design specifics for each space. • Profile of building materials suited to the design and safety strategies.
Drawings, BOQ and 3D views	• Site/typology-specific architectural working drawings, including layouts, sections, ventilation/smoke-extraction, heat-mitigation and machine-safety details. • Site/typology-specific 3D design renders from all sides (interior and exterior). • BOQ for each design, providing a breakdown of materials, labour and associated costs.
Occupational safety, health & working-conditions reports	• Safety and hygiene audits of processing units. • Documented occupational health hazards and recommended mitigation measures. • Protective-measures/PPE guidance and safe working practices for operators and workers. • Food-safety and hygiene protocols aligned with applicable requirements.

Detailed deliverables with milestones

S.No.	Timeline	Description of deliverables	Deliverables
1	Month 1 (W1 & 2)	• Assessment and Occupational Health & Safety diagnosis — documentation, hazard diagnosis and articulation of pressing field problems.	1 deck / report
2	Month 1 (W3 & 4)	• Design proposal and completed Problem–Solution Framework — conceptual design and solutions via schematic sketches or 3D views.	1 deck
3	Month 2 (W1 & 2)	• Drawings — floor plans, sections, elevations, electrical, plumbing, ventilation/smoke-extraction, heat mitigation and machine safety.	PDF / Renders / Videos — 8 designs
4	Month 2 (W3 & 4)	• 3D models.	PDF / Renders / Videos — 8 designs
5	Month 3 (W1 & 2)	• BOQ and Gantt chart — BOQ for each design with a breakdown of materials, labour and associated costs, and the implementation strategy.	PDF / Renders / Videos — 8 designs
6	Month 3 (W3 & 4)	• Occupational Safety, Health & Working-Conditions reports — safety audit; occupational hazard & mitigation; protective-	1 PDF / report

S.No.	Timeline	Description of deliverables	Deliverables
		measures/PPE guidance; food-safety & hygiene protocol; safe-working-practices.	

Milestones will be considered achieved only upon submission of the deliverables within the timeline specified for each activity.

6. Selection Criteria

Evaluation Component	Criteria Focus	Weighting	Required Evidence in Proposal
Technical Approach & Methodology	Understanding of the assignment, proposed methodology, implementation approach, work plan and innovation in delivering both workspace design and occupational health & safety solutions.	30%	Technical proposal, methodology, work plan, implementation framework
Relevant Experience & Past Performance	Experience relevant to design and to occupational safety/industrial hygiene for agriculture, food processing or rural livelihoods.	30%	Company profile, portfolio, case studies, client references, previous assignments
Team Composition & Technical Expertise	Qualifications and experience of the proposed team, including design and occupational health/safety/ergonomics capabilities.	20%	CVs of key personnel, team structure, roles and responsibilities
Financial Proposal & Value for Money	Cost competitiveness, resource allocation and overall value for money in relation to the proposed scope of work and deliverables.	20%	Detailed financial proposal with activity-wise cost breakup and resource allocation
TOTAL		100%	

7. Submission Requirements

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

- **Organisational/Individual Profile** – brief profile, relevant experience and team composition.
- **Proposed Approach** – understanding of the assignment, methodology, field approach and proposed work plan.
- **Relevant Portfolio** – examples of previous relevant work.
- **Team Profile** – CVs/profiles of key personnel proposed for the assignment.
- **Detailed Work Plan** – week-wise/month-wise activities, milestones and deliverables.
- **Financial Proposal** – deliverable-wise (activity-wise) cost breakup, including professional fees and other applicable costs.

- **Travel Budget** – tentative travel requirements and estimated costs, where applicable.

Note: Each application should detail the plan, methodology and deliverables specific to the requirements mentioned in the scope of work.

8. Intellectual Property

All final outputs, templates, assessment frameworks, learning materials, drawings, photographs, documentation and other materials developed under this engagement shall be the property of SELCO Foundation. The consultant/agency shall hand over all editable source files and relevant working files on completion of the assignment. Any external use, reproduction or dissemination of the outputs shall require prior written approval from SELCO Foundation.

9. Payment Terms

Payment will be deliverable-based, with the payment schedule agreed between the consultant/agency and SELCO Foundation. The financial proposal should provide a clear cost breakup corresponding to the proposed deliverables and timeline, with travel, materials and other applicable costs separately identified.

Indicative deliverable-based payment schedule

Milestone	Timeline	Deliverables	Payment (%)
Milestone 1	On signing of the Agreement and submission of the Inception Report, Work Plan & Assessment / OHS Diagnosis (end of Month 1)	• Assessment and Occupational Health & Safety diagnosis report • Completed Problem–Solution Framework • Conceptual design proposal via schematic sketches or 3D views	40%
Milestone 2	On submission of the design drawings and 3D model renders (end of Month 2)	• Drawings — floor plans, sections, elevations, electrical, plumbing, ventilation/smoke-extraction, heat mitigation, machine safety • 3D models (9 designs)	30%
Milestone 3	On completion of the assignment (end of Month 3)	• BOQ and Gantt chart with implementation strategy (9 designs) • Occupational Safety, Health & Working-Conditions reports (safety audit; hazard & mitigation; PPE guidance; food-safety & hygiene; safe-working-practices)	30%

10. Application Process

- If your organisation/consulting practice meets the eligibility criteria and is interested in undertaking the assignment, please complete the application form shared by SELCO Foundation.
- Applicants are requested to upload their technical proposal, work plan, team details, relevant work samples and financial proposal directly into the application form.
- The proposal should clearly address the scope of work and deliverables outlined in this TOR.

11. To Apply

Interested consultants/organisations, 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 submit a detailed proposal covering methodology, process, budgets (with break-ups and explanation), timelines and milestones via the Google form: <https://forms.gle/D2b2cK2f7n1aCxpU8> on or before 22nd August 2026, 5 PM.

Queries: procurement@selcofoundation.org

Subject line: Occupational Safety, Working Conditions and Workspace Design Support – Jaggery Processing Units, Pandavapura and North Karnataka

Annexure: 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. The consulting agency shall establish additional layers for data cleaning and submission.

3. Financials & Reporting

TDS will be deducted on the fixed amount as per the 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) the 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 a third party.

5. Patent, Copyright and other Proprietary Rights

- 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.

- Subject to the foregoing provisions, all documents, reports, recommendations, 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.
- 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.
- 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 during the term of this Agreement.

- **Child Labour:** The Consultant, its parent entities, partners or subcontractors, nor any of its subsidiary or affiliated entities (if any), shall be 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 Labour:** The Consultant will not engage in any activity that will result in forced or compulsory labour under applicable laws, including the Bonded Labour System (Abolition) Act, 1976.
- **Abuse of Labour:** The 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:** The Consultant represents and warrants to SELCO that, as on the date of signing of this Purchase Order, it is neither blacklisted/debarred nor under a declaration of ineligibility by any Central/State or Semi-Government Organization/Department or Institution and Public Sector

Undertaking 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:** The Consultant and each of its directors, officers, employees, agents or other representatives shall not, either directly or on behalf of SELCO Foundation, give, offer, promise to offer, or authorize the offer, directly or indirectly, anything of value to government officials or other Officials with intent to influence any act or decision, induce improper action, obtain any improper advantage, or improperly influence such Official.

The Consultant understands and acknowledges that any non-adherence to the warranty stated above will be a violation of the provisions of the Indian Prevention of Corruption Act, 1988, and other applicable laws ("Anti-bribery Laws"). The Consultant agrees to promptly report to SELCO Foundation any incident of breach or potential breach of this section.

Compliance with the 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 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 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 termination of this contract and payment of the fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to that date (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and papers in its 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 any additional charge.

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 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, the affected Party shall also submit a statement of estimated expenditures likely to be incurred for the duration of the event.
- On receipt of the notice required hereunder, the Party not affected by the occurrence of force majeure shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting the affected Party a reasonable extension of time 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 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 its 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 its breach, termination, or invalidity. Any dispute, controversy, or claim between the Parties, unless settled amicably within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Bangalore, and jurisdiction will vest with courts in Bangalore.