



## Terms of Reference (TOR)

### Onboarding Consultant for “Brand Identity development and website content update & design

<b>Title</b>	<b>Brand Identity development and website content update &amp; design in North East India</b>
<b>Timeline</b>	<b>02 Months</b>
<b>Expected area of expertise</b>	<ul style="list-style-type: none"><li>• Strong skills in brand identity development,</li><li>• Website content design and photography,</li><li>• Experience in creating cohesive brand identities and web designs.</li></ul>
<b>Email and website</b>	<b>procurement@selcofoundation.org</b>
<b>Apply Link</b>	<a href="https://forms.gle/148NyHxD2LFqejQG9">https://forms.gle/148NyHxD2LFqejQG9</a> (Contact Procurement for Form Link)
<b>Last Date of Application</b>	<b>13<sup>th</sup> January, 2024</b>

#### **About SELCO Foundation:**

SELCO Foundation's mission is to create a platform of solutions that uses sustainable energy as a catalyst to link environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies where all communities have access to essential services. SELCO Foundation's Agri & Allied program focuses on empowering farmers and rural communities through sustainable agriculture practices, thereby creating an impact in terms of improved energy-efficient technology, increased crop yields, enhanced livelihoods, and reduced carbon footprint. To know more about SELCO Foundation, visit [www.selcofoundation.org](http://www.selcofoundation.org).

#### **1. Summary of the project:**

Selco Foundation is collaborating with NGOs in the North East region, assisting them in organizational development to enhance their presence and visibility. This support focuses on revitalizing both their online and offline presence, enabling them to better showcase the ethos and impact of their work. It strengthens and support them in areas such as technical assistance, financial resources, enterprise development, skill-building, and ecosystem integration.

Towards this, the project involves on working on the existing websites, improving the site's performance, design, functionality, and user experience along with content development and design, as well as creating brand identities with symbolic logos and collaterals. These will be undertaken to improve overall visibility and recognition.

## **2. Goal of the Project:**

To enhance the identity and visibility of the partnering NGOs, showcasing their work both offline and online

## **3. Scope of Work:**

The scope of work is developed in these 4 aspects as follows

- 1. Website Development and Optimization**
  - 2. Brand Identity Development**
  - 3. Pitch Deck – Design & Content**
  - 4. Training – Website maintenance**
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- 1. Website Development and Optimization**

The scope of work involves adding new features, and optimizing the UI and UX, aimed at enhancing performance and flexibility of the existing websites. New functionalities will be developed to facilitate the search & exploration. It also involves crafting visually compelling and engaging narratives across digital and visual platforms, ensuring consistent messaging and aesthetics that resonate with target audiences and drive meaningful connections aligning with the brand identity developed. To significantly increase the user experience for which new functionalities, and features are to be added. For the same, the proposed solution should include the following
  - 2. Brand Identity Development:**

Brand positioning and story to reach target audience, creation or refining the logo, Developing the visual identity to the organization
  - 3. Pitch Deck – Design & Content:**

Craft a concise and compelling overview of the activities implemented, including your mission and vision. Identifying the problem statement within the thematic coverage of the NGO and the services that it offers to achieve the solution. Mention the fund requirement while highlighting the specific activity for which the funds be used.
  - 4. Training:**

Website maintenance to training NGO team members for maintenance and usage of content developed

#### 4.. Deliverables:

Key activity	Deliverable	Nos
<b>1. Brand Identify</b>	<ul style="list-style-type: none"> <li>• Custom-designed logo, including a reverse impression version/ Refining logo based on the need</li> <li>• Typography guide that complements the logo and brand.</li> <li>• Comprehensive colour palette reflecting the organization's core values.</li> <li>• Professional designs for:               <ul style="list-style-type: none"> <li>• Visiting cards</li> <li>• Letterheads</li> <li>• Envelopes</li> <li>• Email signatures</li> </ul> </li> <li>• Custom social media templates for consistent branding across platforms (based on 2-3 core multi-year programs ex. Energy x Livelihood; Women Entrepreneurship etc)</li> <li>• 1x Brochure that effectively communicate the organization's mission, vision, programs and initiatives.</li> </ul>	4 NGOs
<b>1a. File formats for deliverables</b>	<ul style="list-style-type: none"> <li>• <b>Print ready format</b> – PDFs, InDesign files (based on org preference)</li> <li>• <b>Editable files</b> – Canva, AI, PS, DINDD</li> <li>• <b>Web optimized files</b> – PNG, JPG, SVG etc</li> </ul>	For all the 4 NGOs
<b>1b. Comprehensive brand manual</b>	A simple guide with instructions on usage of brand identities	For all the 4 NGOs
<b>2. Website content Update / &amp; Redesign</b>	<ul style="list-style-type: none"> <li>• Comprehensive audit report of the current website content and performance (SEOs, footfall, heatmap analysis etc).</li> <li>• Revised and updated website content aligned with the brand identity (UX/ UI based wireframe)</li> <li>• Develop fully redesigned the website with an optimised user flow and journey and improved user experience, test and implement. (WordPress only)</li> <li>• Optimise SEO for enhanced visibility and ranking.</li> <li>• Annual Maintenance for a year</li> <li>• Develop a guide for website maintenance</li> </ul>	For all the 4 NGOs
<b>3. Pitch Deck</b>	Create content & design the pitch deck that could be used for fund raising	For all the 4 NGOs
<b>3a. File formats for deliverables</b>	PPTx - Compatible with Microsoft PowerPoint, Google Slides, and Keynote	

<b>4. Training</b>	A training to be conducted to the concerned personnel on the technical aspects of website maintenance and canvas / ppt editing for social media posts, brand guidelines etc	8 personnel
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**5. Requirements:**

- Reputable firm with experience in designing, and developing visually appealing and navigation-friendly websites
- Broad knowledge of web development technologies and design tools
- Ability to create innovative and visually appealing designs
- Key professional staff
- Excellent project management skills
- Developers need to be familiar with AI technologies
- Expertise in graphic design software including familiarity with modern UX/UI tools, Vector art, Virtual branding

**6. Selection Criteria:**

The Agency / Professionals will be selected based on their:

- Expertise and Experience in content writing & website design
- Technical capabilities
- Portfolio & References
- Experience in developing learning manuals / guides
- Ability to meet the project timeline

**7. Timelines:**

The Consultant will be Onboarded for this project period of 02 months, during which the Consultant is required to complete and deliver all the assigned tasks.

**8. Payment Terms:**

Payments will be made based on the completion of agreed deliverables. A payment schedule will be included in the contract and based on considered each party agrees.

**9. Financial proposal:**

Submit a detailed proposal including:

- Estimated days for each Deliverables
- Website Development charges
- Brand Development charges
- Design & Content charges
- Training for physical
- Budget breakdown (equipment rentals, editing, etc.)
- Travel and lodging Expenses by the consultant / Agency

## 10. The proposal will be evaluated based on the following general areas:

- The agency must have expertise in logo design, brand building, web design and development, using WordPress
- The agency must have a dedicated team of developers & UI designers (JDs to be included in proposal)
- The Agency must have a minimum of three years' experience in design, development, and maintenance of websites/portals/web applications
- The agency should have executed at least 5 similar projects with a complexity level matching the requirements.

## 11. To apply

Interested individuals, with relevant experience (please include portfolio and links of relevant work) are requested to reach out with a Statement of Purpose giving a brief on how the opportunity aligns with their goals, including budgets (with break-ups and explanation), timelines and milestones and submit the same to the google form <https://forms.gle/148NyHxD2LFqejQG9> on before **13th January, 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: Onboarding Consultant for “Advisory support & Capacity Building to review the Cold storage Business/Business Model to make them a profitable venture”

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

### Refer Terms and Condition:

- 1. Sub-contracting:** In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors
- 2. Quality Assurance**  
The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.
- 3. Financials & Reporting**  
TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the

income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

#### **4. Indemnification**

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

#### **5. Patent, Copyright and other Proprietary Rights**

- (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
- (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
- (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

**6. Publicity, use of name & Logo of the Foundation:** The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

#### **7. Observance of Law:**

- (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- (ii) The Consultant represents and warrants 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.
- (iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the *Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013*, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace.

#### **8. Termination:**

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the Foundation if similarly forwarded to the registered office. Upon the termination of this contract and payment of the said fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

#### **9. Force Majeure:**

- (i) *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Consultant
- (ii) In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.
- (iii) On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- (iv) If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation

shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.

**10.** 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.

**11. Settlement of disputes:**

- (i) The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.

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