

Terms of Reference (TOR)

TOR for SELCO Foundation Websites Maintenance.

Title	Websites Maintenance
Timeline	One Year (12 Months)
Expected area of expertise	 Experience in designing and developing websites. Excellence in working on WordPress with a focus on SEO optimization. Experience in comprehensive security audit and server configuration.
Apply Googe Link	https://forms.gle/9G7qRJRTbMHqvQ256 (Contact Procurement for Form Link)

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. Summary of the project:

The SELCO Foundation engages in technical, financial, and social innovation, enterprise development, skill building, and ecosystem inclusion. The organisation works on demonstrating and catalysing the role of renewable energy across verticals of well-being, health, education, livelihoods, and the built environment.

The purpose of this document is to seek a qualified service provider for the maintenance of five distinct WordPress websites. These websites are already established, requiring ongoing maintenance tasks such as plugin updates, content management, integration of new features, security assessments, theme updates, performance optimisation, functionality checks, and regular WordPress updates. The focus is on ensuring the continued smooth operation of the websites through proactive and comprehensive maintenance efforts.

2. Goals and Objectives

We are actively seeking an experienced and enthusiastic WordPress and PHP vendor to collaborate with our team. As a WordPress vendor, your responsibilities will span both back-end



and front-end maintenance, requiring a high level of proficiency. The ideal candidate will possess the capability to craft visually appealing, user-friendly websites that precisely align with our design and functionality specifications.

In addition to routine maintenance tasks, there is a specific focus on enhancing selected website pages based on our outlined requirements. This includes refining the overall look and feel, incorporating new features and elements, and optimising the layout design and content. Our vision is to achieve an elegant, uncluttered appearance, ensuring a user-friendly experience for visitors. This involves not only the addition of new features but also the removal of menu clutter, outdated content, unnecessary text, and any duplications. The initial objective is to comprehensively maintain the entire suite of websites and promptly implement plugin updates as per specific requirements.

3. Scope of Work

The primary duty is to ensure the website aligns with a comprehensive content management system, facilitating authorised users in seamlessly adding, modifying, or deleting content as per specific requirements. Additionally, the system should empower administrators to create distinct user roles and configure access rights, granting permissions ranging from the entire site down to specific pages. This functionality aims to provide a flexible and secure environment, allowing tailored content management based on user roles and permissions.

These are the list of the websites which cover AMC:

- https://selcofoundation.org/
- https://impactfailure.org/
- https://collab.selcofoundation.org/
- https://globalsdg7hubs.org/
- https://catalysetech.org/

4. Agency Responsible and Activities:

The subsequent responsibilities are outlined in detail below.

A. Responsibilities for All of WordPress Code, Plugins, and Themes:

- Modifications should typically be conducted through customisation features provided by third-party applications.
- If it becomes absolutely necessary to modify third-party code, the developer must furnish a rationale, devise a plan for future updates, and deposit the modified code into a repository facilitated by SELCO Foundation.
- Custom plugins or themes developed by the vendor should be accompanied by a rationale, an update plan, and the respective code checked into a SELCO Foundation repository.
- Auto-updates should be disabled for both the WordPress core and third-party plugins and themes. However, the site maintainer assumes responsibility for ensuring that updates do not disrupt site functionality. particularly regarding upgrading WordPress code, plugins, and themes
- To manage regular updates and upgrades by recommending them to SELCO with relevant facts and figures. Regular monitoring of these lists is essential, and any potential issues raised should be promptly addressed.



 Security tools should be employed by site maintainers to actively monitor the security of WordPress. The associated costs for the tools can be integrated into the maintenance contract.

B. Content Update & New features Requirements

- Keep website content consistently relevant and up-to-date to reflect the latest information and organisational changes.
- To add new section, creating features (either by finding a plugin or modifying the code) and making incremental changes.
- Understand & execute timely updates in enhancing user engagement, bolstering credibility, and positively influencing search engine rankings
- Design a dynamic website, with frequent content updates that captivates users, leading to reduced bounce rates and fostering a positive user experience
- Consistent addition of new features to ensure that the website is continuously updated.

C. Security Audit and Update

- Propose & deliver on a routine security audit schedule to identify vulnerabilities and potential threats. This includes assessments of code, server configurations, and third-party integrations. The security audit should be conducted, reported & discussed in detail once every quarter
- To performing security updates, conducting regular security checks and implementing necessary upgrades.
- Integrate penetration testing to simulate real-world attack scenarios, uncovering vulnerabilities that automated scans might overlook once in every quarter.

D. Themes Update

- Update the WordPress theme to the latest version, ensuring compatibility with the current WordPress release.
- Conduct a thorough review of the theme documentation to understand new features, improvements, or any potential issues associated with the update.
- Backup the current theme files and settings to prevent data loss during the update process
- Test the updated theme in a staging environment to identify and address any compatibility issues with existing plugins or functionalities.
- Implement the theme update on the live WordPress site once testing in the staging environment proves successful.
- Validate the website's appearance and functionality post-update to ensure a seamless user experience.
- Provide documentation on any changes or additional settings introduced with the updated theme.
- Monitor the website for a defined period after the update to address any unforeseen issues promptly.
- Communicate the successful completion of the theme update and provide a summary report outlining the performed tasks.



E. Performance Optimisation

- Optimise and compress images to reduce page load times without compromising visual quality.
- Minify and concatenate CSS and JavaScript files to reduce the number of server requests and improve loading speed.
- Implement browser caching strategies to enhance user experience by reducing load times for returning visitors.
- Review and optimise the database by removing unnecessary data, such as post revisions and transient options.
- Implement lazy loading for images to defer the loading of non-visible images, improving initial page load times.
- Evaluate and optimise third-party plugins for efficiency, considering potential replacements if necessary.
- Enable GZIP compression to reduce the size of transmitted data and enhance overall site speed.
- Document the performance optimisation measures taken, providing insights into improvements achieved.
- Monitor the site's performance post-optimisation and address any emerging issues promptly.
- Communicate the successful completion of the performance optimisation, including a summary report of the performed tasks and improvements.

F. Test, Functionality and Optimise Forms

- Minimise form fields to enhance user experience and reduce friction.
- Collect only essential information through the forms.
- Implement smart form fields with adaptive features based on user input or conditional logic.
- Introduce progressive profiling to gradually collect user information, avoiding overwhelming users with lengthy forms.
- Analyse user behaviors and engagement to optimise the data collection process.
- Incorporate real-time validation for immediate user feedback on input accuracy.
- Ensure error messages are clear, specific, and guide users on issue resolution.
- Keep WordPress up to date with the latest stable releases for new features, security patches, and performance improvements.
- Verify compatibility of plugins and themes with the latest WordPress version to prevent functionality issues.

G. Mobile Responsiveness

- Conduct an initial assessment to determine the current state of mobile responsiveness on the website, specifying whether it is fully, partially, or not responsive.
- Develop a comprehensive plan to ensure a positive user experience on mobile devices, focusing on easy navigation, content readability, and interactive elements.
- Implement responsive design strategies to guarantee optimal performance across a variety of devices, regardless of screen size.
- Establish testing procedures for mobile responsiveness, utilising emulators, physical devices, and browser testing tools to validate performance on different mobile platforms.



- Optimise images and media elements specifically for mobile devices, employing responsive images and alternative formats to enhance overall performance.
- Execute the necessary changes and updates to make the entire website fully mobile responsive.
- Test the mobile responsiveness thoroughly in a staging environment before applying changes to the live site, ensuring a seamless transition.
- Monitor the website's performance post-implementation, addressing any issues promptly and making necessary adjustments.
- Provide documentation detailing the mobile responsiveness enhancements made, along with any new features or modifications introduced.
- Communicate the successful completion of the mobile responsiveness project, including a summary report outlining the performed tasks and improvements

H. Review and Update ACF and Elementor Pro Plugins

- Conduct regular updates to plugins, security patches, bug fixes, and new features for the existing WordPress templates.
- Develop a staging phase to for testing plugin updates in a staging environment before applying them to the live site
- Incorporate quality assurance checks to prevent new bugs or conflicts with existing functionalities when updating plugins
- Conduct a comprehensive review of the current Advanced Custom Fields (ACF) and Elementor Pro version being utilized on the website.
- Highlight any recent updates or improvements in the ACF version and Elementor proversion that may be relevant to the website's functionality.
- Ensure compatibility between the ACF version, Elementor Pro version and the content management system (CMS), addressing any potential conflicts or issues.
- Provide a plan for updating ACF and Elementor Pro plugin to the latest version, outlining the steps and potential impacts on existing content or functionalities.
- Execute the ACF and Elementor Pro update, ensuring minimal disruption to the website's current operation.
- Verify that the updated ACF and Elementor Pro version remains compatible with the CMS and other plugins, addressing any compatibility issues promptly.
- Conduct thorough testing of the website's functionality post-ACF and Elementor Pro update in a staging environment.
- Document the update process, including any adjustments made to maintain backward compatibility with existing content.
- Communicate the successful completion of the ACF, Elementor Pro update along with a summary report detailing the tasks performed and any improvements achieved.
- Provide training to website administrators on utilizing new features or functionalities introduced with the updated ACF and Elementor Pro version.
- Offer ongoing support and monitoring to address any unforeseen issues that may arise post-update.

I. WordPress updates

- Review current WordPress version on the website, identify and highlight features of the latest WordPress updates
- Ensure compatibility between WordPress update and installed plugins/themes.
- Develop a detailed update plan, specifying timeline and potential impacts.



- Execute the WordPress update with minimal disruption to current operation followed by a thorough testing in a staging environment post-update.
- Provide training to administrators on new features or changes.
- Offer ongoing support and monitoring for post-update issues.
- Establish a routine schedule for future WordPress updates.

J. Cross-browser & Cross-device Compatibility

- Assess the current status of cross-browser compatibility on the website, listing browsers
 officially supported across devices.
- Ensure the website is responsive and functions well on different screen sizes and resolution
- Conduct thorough testing to verify performance on various browsers and versions.
- Identify and address any issues related to cross-browser compatibility, providing solutions or adjustments as needed.

K. WordPress Database Optimisation

- Review database structure, tables, and queries to identify potential performance bottlenecks. Implement cleanup procedures to remove unnecessary data such as post revisions, spam comments, trashed items, and expired transients.
- Optimise database tables to improve query performance by defragmenting and reorganizing data. Implement caching mechanisms to reduce database load and improve overall site performance.
- Monitor database performance post-optimisation to ensure continued efficiency.
- Provide ongoing support and monitoring to promptly address any emerging issues related to database performance.
- Establish a routine schedule for future database optimisation assessments to ensure continued optimal performance.

L. Timely Removal of Outdated Events or Postings

 Outline & implement a regular content review schedule as part of the ongoing maintenance plan.

M. Site Verification for Secure Transmission

- Evaluate the current status of the SSL (Secure Socket Layer) certificate on the website
- Confirm the validity of the SSL certificate and its adherence to security best practices.
- Emphasize the importance of maintaining a secure and valid SSL certificate for encrypting data transmitted between the website and users.
- Verify that the SSL certificate is properly configured and functioning across all pages of the website.
- Address any identified SSL-related issues and implement necessary adjustments or updates.
- Conduct routine checks to ensure ongoing compliance with security standards for data transmission.
- Provide ongoing support and monitoring to promptly address any emerging issues related to secure transmission.

N. Security Check

 Conduct a comprehensive security audit to identify vulnerabilities and potential threats on the website.



- Propose & implement a routine security audit schedule, with assessments focusing on code, server configurations, and third-party integrations.
- Schedule regular security assessments, with a minimum frequency of one each quarter
- Use security tools to actively monitor and enhance the overall security of the WordPress website.
- Provide ongoing support and monitoring to promptly address any emerging security issues.
- Establish a routine schedule for future security checks and assessments to maintain a secure website environment.

O. Training

 Provide training sessions for website administrators to equip them with the necessary skills and knowledge to efficiently manage and update the website.

P. Maintenance and Support

This agreement encompasses Maintenance & Support services, addressing the routine update of web content and necessary design modifications. To fulfill these responsibilities, the vendor is required to enlist qualified and experienced personnel, available as per requirements. The engagement period is initially set for six months after the go-live date, with the potential for extension up to one year based on satisfactory performance

6. Requirements:

- Agency experienced in designing and developing websites using WordPress
- Additional experience in working with NGOs is considered advantageous.
- Proficient in the compilation of technical information.
- Demonstrated excellence in working on WordPress with a focus on SEO optimisation.
- Requirement for the agency to comprehend the core values and mission of the SELCO Foundation.
- Emphasis on the agency having a qualified team with pertinent experience.
- Agency is expected to submit its proposal by due date, providing details on its operational scope, expertise, past similar assignments, profiles of the team members involved, financial breakdown, payment terms, and other relevant information.

7. Selection Criteria

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

- Agency will be evaluated based on prior work experience, portfolio, and wide experience in security check and website maintenance.
- Agency to understand the core value and mission of the organization, SELCO Foundation
- The Agency must have a minimum of 10 years' experience in design, development, and maintenance of websites/portals/web applications.
- The agency should have executed at least 10 similar projects with a complexity level matching the requirements.
- Agency to have a qualified team with relevant experience



- Agency to have prior knowledge of working with the NGOs and Corporates
- The financial proposal will be evaluated based on approach & work plan, prior work experience, expertise, cost, and proposed payment terms.

8. Payment Terms:

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

9. Timeline:

• Duration of the Program: The program is planned up to 31st March 2026 - One Year - 12 months

6. 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/dq8QsUyaR2JWx25v6 on before 10/04/2025.

Any further queries please write to <u>procurement@selcofoundation.org</u> with a subject line: "**SELCO Foundation Websites Maintenance**" (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 Incometax 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.
- (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.