REQUEST FOR PROPOSAL (RFP)

Website Transition, Hosting, Maintenance, Support and Redesign Services.

RFP No. : PIIC/RFP/WEBSITE MAINTENANANCE/2026/002

("RFP Response – Website Services – **PLAN-IND-ICT-TOR-2025-01)".**

Issue Date: 10th September 2026

Bid Submission Deadline: **PM 20th** September 2026

How to apply: send proposals to procurement@planindia.org

Technical proposal (Open proposal)

Financial Bids submission: (password protected)

Note: Password need to be shared(separately), when requested from Plan India

For all the queries please write back to us at Procurement@palnindia.org.

- Plan India reserves the rights to alter the terms & conditions and alteration on Scope of Work.
- Plan India reserves the right to accept/ reject the quotation without assigning the reason whatsoever.
- The mandatory technical criterion is *i.a.w.* TOR attached.

Issued By
Plan International (India Chapter)

PLAN INTERNATIONAL (INDIA CHAPTER)

Terms of Reference

Website Transition, Hosting, Maintenance, Support and Redesign Services

Document Title:	Terms of Reference (TOR) – Website Transition, Hosting, Maintenance, Support and Redesign Services
Issuing Organisation:	Plan International (India Chapter)
Document Reference:	PLAN-IND-ICT-TOR-2025-01
Version:	1.0 – Final
Date of Issue:	[Insert Date]
Submission Deadline:	[Insert Date and Time]
Submission Mode:	Electronic (email / procurement portal) – refer to Section 16
Contact:	[Insert Name, Designation, Email, Phone]

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Important Notice to Bidders

This Terms of Reference (TOR) constitutes the binding basis for proposals submitted in response to Plan India's invitation. By submitting a proposal, the agency (hereinafter "the Vendor") unconditionally accepts all terms, conditions, obligations, and standards set out herein.

Plan India reserves the right to:

- Accept or reject any proposal, in whole or in part, without assigning any reason.
- Cancel or modify this TOR at any stage without obligation or liability to any bidder.
- Disqualify any bidder that provides misleading, false, or incomplete information.
- Negotiate separately with one or more bidders, or issue a revised TOR.
- Request additional information, clarifications, or presentations from shortlisted bidders.
- Award the contract to the bidder offering the best overall value, not necessarily the lowest cost.

> *Note: Plan India is not liable for any costs incurred by bidders in the preparation or submission of proposals.*

1. Background and Organisational Context

Plan International (India Chapter), also referred to as Plan India, is an Indian registered not-for-profit organisation that is constantly striving to advance welfare and development for children and equality for all girls and women in India.

Through its grassroots social development work, Plan India seeks to create lasting impact in the lives of under-resourced children, their families and communities, by gender transformative child-centered community development.

Since 1996, Plan India has improved the lives of millions of children and young people by enabling them to access and benefit from the safety nets and schemes of the government for child protection, quality education and healthcare services, healthy environment, livelihood opportunities and participation in community development.

Plan India's official website serves as a critical institutional asset — the primary digital gateway for donor engagement and fundraising, public communications and programme storytelling, partnerships, recruitment, and advocacy. The website must, at all times, function reliably, securely, and accessibly for diverse user groups including donors, beneficiaries, partners, media, and the general public.

Plan India currently operates its website under an existing vendor arrangement and is now seeking to appoint a new, qualified, and experienced web services agency to manage the full spectrum of services: transition, hosting, maintenance, support, and redesign. The selected agency will be held to the highest standards of technical quality, security, transparency, and service delivery.

2. Objectives of the Engagement

The primary objectives of this engagement are as follows:

- Ensure uninterrupted website operations, business continuity, and zero data loss during and after transition from the existing vendor.
- Provide secure, stable, scalable, and high-performance hosting and managed infrastructure services throughout the contract period.
- Redesign and modernise the website to significantly enhance user experience, accessibility, fundraising performance, and brand alignment, if and when needed.
- Strengthen Plan India’s digital presence, programme communications, storytelling, and donor engagement capabilities.
- Ensure full and ongoing compliance with applicable Indian and international legal, regulatory, accessibility, and data protection requirements, including the Digital Personal Data Protection (DPDP) Act, 2023.
- Enable Plan India’s internal staff to independently manage website content through an intuitive, well-documented Content Management System (CMS), without requiring vendor involvement for routine updates.
- Eliminate vendor lock-in through transparent documentation, open-architecture standards, complete intellectual property ownership by Plan India, and full handover support at any stage.
- Provide proactive monitoring, incident reporting, regular performance reviews, and continuous improvement recommendations throughout the engagement.

3. Scope of Work

The scope of work is comprehensive and covers the following service areas. All activities, deliverables, timelines, and quality standards defined herein are mandatory unless explicitly agreed otherwise in writing by Plan India.

3A. Website Transition and Takeover

The Vendor shall execute a complete, structured, and risk-mitigated transition from the existing vendor. This includes:

- Conducting a comprehensive technical and functional audit of the existing website, including: hosting environment and server configuration; CMS version, plugins, themes, and integrations; security posture (vulnerabilities, SSL, access controls); analytics setup, tracking, and tag management; performance metrics (Core Web Vitals, page speed); content inventory (pages, media, documents, forms); URL structure, redirects, and sitemap; and all active third-party integrations and API connections.
- Preparing a detailed, written Transition and Migration Plan, covering: phased activity schedule; risk assessment and mitigation matrix; rollback procedures and recovery time objectives; content and data migration methodology; SEO preservation approach; testing and validation protocols; and stakeholder communication plan.
- Coordinating directly with the outgoing vendor for structured transfer of all digital assets, credentials, licenses, API keys, access accounts, hosting credentials, domain registrar access, SSL certificates, and any other materials necessary for continuity.
- Establishing fully functional staging, development, and testing environments prior to any live deployment. Plan India must be granted full administrative access to all environments.
- Ensuring complete, verified migration of all approved website content, media assets, metadata, user data, forms, integrations, and analytics configurations, with no data loss permitted.
- Maintaining the existing URL structure and implementing appropriate 301 redirects to protect and preserve organic search rankings (SEO equity).
- Implementing phased deployment with defined rollback mechanisms to allow rapid recovery from any migration failure, with Recovery Time Objective (RTO) of no more than 4 hours.
- Providing a written Post-Transition Report confirming completion, listing all migrated assets, and identifying any outstanding technical items within five (5) business days of go-live.

> *Plan India must grant written sign-off at each major transition milestone before the Vendor proceeds to the next phase.*

3B. Website Hosting and Infrastructure Management

The Vendor shall procure and manage a robust, enterprise-grade hosting infrastructure. The following minimum standards apply:

- Cloud-based hosting on a reputable provider (AWS, Azure, Google Cloud or equivalent) located in data centres within India or in a jurisdiction compliant with the DPDP Act, 2023 and applicable Indian law. The hosting provider and data centre location must be disclosed in writing to Plan India.

- Implementation of: firewall protection and web application firewall (WAF); SSL/TLS certificates (renewed proactively, no lapses permitted); Content Delivery Network (CDN) for performance and global accessibility; automated daily backups with minimum 30-day retention, stored in a geographically separate location; Multi-Factor Authentication (MFA) for all administrative and hosting access; DDoS protection and active vulnerability monitoring; malware scanning and automated threat detection; intrusion detection system (IDS) and intrusion prevention system (IPS) where applicable.
- Guaranteed minimum website uptime of 99.9% per calendar month, excluding pre-approved maintenance windows. Uptime below this threshold triggers penalties as defined in Section 5 (SLA).
- Page load speed optimised to score at least 85 on Google Page Speed Insights (both desktop and mobile) at launch, and maintained throughout the contract.
- Periodic disaster recovery testing (minimum once per year, or as directed by Plan India) to validate backup integrity and restoration capability, with results documented and shared with Plan India within 10 business days.
- Submission of monthly uptime, incident, and infrastructure reports to Plan India by the 5th of each following month.
- Plan India shall at all times retain direct administrative access to all hosting accounts, DNS management, domain registrar, and SSL certificates, independent of the Vendor.

> *The Vendor must notify Plan India at least 48 hours in advance of any planned maintenance. Emergency maintenance must be communicated within 30 minutes of commencement.*

3C. Website Redesign and Development

The Vendor shall deliver a comprehensive, modern, and purpose-built website redesign in accordance with Plan India's brand guidelines, functional requirements, and international best practices. The redesign shall include:

- A structured Discovery Phase: stakeholder consultations with Plan India's communications, fundraising, and programme teams; competitor and sector benchmarking; review of existing website analytics and user behaviour data; and a formal UX audit and usability assessment report.
- Information Architecture: revised sitemap reflecting Plan India's priorities; wireframes for all key page types and user journeys; interactive, clickable prototypes for review and approval prior to visual design.
- Copywriting and Content Development: The Vendor shall provide professional website copywriting and content development as part of the website redesign. This shall include development, rewriting, editing, and optimisation of website copy across key pages, including but not limited to homepage, programme pages, campaign and fundraising pages, impact stories, calls-to-action, landing pages, and other priority content identified during the Discovery Phase.
- Visual Design: Adherence to Plan India's brand guidelines (including colours, typography, imagery, and tone); presentation of at least three (3) design concept options for Plan India's review and selection; responsive, mobile-first design compatible across all major browsers and devices; optimisation of imagery and media for performance without compromising quality. The vendor shall also be responsible for creating and/or producing visual assets including short

videos, GIFs, illustrations, graphics, landing pages, and images, as and when required or instructed by Plan India during the course of the assignment.

- Functional Development: WCAG 2.1 Level AA accessibility compliance, with an accessibility audit report provided at launch; SEO-friendly architecture (semantic HTML, structured data, clean URL structure, metadata framework, XML sitemap, robots.txt); performance optimisation including lazy loading, image compression, minification, and caching; donation journey optimisation and fundraising conversion rate improvements; multimedia integration (galleries, video embeds, live-streaming via YouTube or equivalent); event and campaign landing page capability; advanced search functionality; multilingual support readiness (minimum English and Hindi).
- Quality Assurance: User Acceptance Testing (UAT) conducted with Plan India's designated team; cross-browser testing (Chrome, Firefox, Safari, Edge — current and prior stable versions); cross-device testing (desktop, tablet, mobile — iOS and Android); performance testing (load testing for peak traffic scenarios); security penetration testing with a written report provided to Plan India; accessibility audit against WCAG 2.1 AA.
- All design files (Figma, Adobe XD, or equivalent), source code, and assets shall be handed over to Plan India upon launch.

> *No design or development work shall be deployed to the live website without written approval from Plan India. All approvals shall be documented.*

3D. Systems and Third-Party Integrations

The Vendor shall implement and maintain the following integrations, or equivalents as approved by Plan India in writing:

- CRM Integration: Zoho CRM (or as directed by Plan India) — including donor data sync, contact management, and campaign tracking.
- Payment Gateway: Integration with at least one Plan India-approved payment gateway to support one-time and recurring donations, with PCI DSS compliance.
- Analytics and Search: Google Analytics 4 (GA4), Google Tag Manager (GTM), and Google Search Console, with event tracking, goal conversion setup, and custom dashboards configured to Plan India's requirements.
- Email Marketing: Integration with Plan India's email marketing platform (e.g., Mailchimp, Zoho Campaigns or equivalent) for newsletter sign-ups, campaign workflows, and donor communication.
- Social Media: Social sharing, social proof widgets, and social media feed integrations as required.
- API-based integrations: Any additional integrations required by Plan India during the contract period shall be scoped, costed, and implemented under a mutually agreed Change Request process.
- All integrations must be documented, tested, and approved by Plan India before deployment. Integration documentation must be updated whenever changes are made.

3E. Ongoing Maintenance and Support Services

The Vendor shall provide comprehensive, proactive, and responsive maintenance and support services throughout the contract period. The following minimum activity schedule applies:

Weekly Activities

- CMS core and plugin/theme updates (after testing in staging environment and with prior Plan India approval for major updates).
- Security monitoring review and threat log analysis.
- Automated backup verification (confirming backup success and integrity).
- Website performance monitoring (Core Web Vitals, uptime, speed).
- Broken link detection and correction.
- Testing of all forms, donation journeys, and key user conversion flows.

Monthly Activities (Report due by 5th of following month)

- SEO health review: keyword rankings, organic traffic, indexation status, crawl errors.
- Analytics report: traffic, engagement, conversion metrics, donor journey analysis, and recommendations.
- Content update support: implementing Plan India's content changes and additions (as per agreed volume/hours).
- Security patch review and application.
- Full monthly Maintenance, Uptime, Security, and Support Report, submitted in Plan India's required format.

Quarterly Activities (Report due within 10 business days of quarter-end)

- Accessibility compliance review against WCAG 2.1 AA standards.
- Comprehensive security audit and penetration test.
- UX review and performance optimisation assessment, with recommendations.
- Cross-browser and cross-device compatibility testing.
- Review meeting with Plan India to assess performance against SLAs and plan forward activities.

Annual Activities

- Comprehensive SEO audit and optimisation review, with a detailed action plan.
- Disaster recovery test with documented results and recommendations.
- Annual contract performance review and renewal discussion.

4. CMS, Technology, and Plugin Standards

All technology choices, CMS platforms, software components, plugins, themes, libraries, and third-party tools deployed under this engagement must comply with the following non-negotiable standards:

- Open-source or fully licensed platforms must be used. No nulled, pirated, cracked, or unlicensed software is permitted under any circumstances. Discovery of such software shall constitute a material breach of contract.
- All plugins, themes, and libraries must be actively maintained, well-documented, and compatible with the current stable version of the chosen CMS. The Vendor must monitor for end-of-life status and proactively propose replacements.
- All software licenses must be appropriate for commercial and organisational use by Plan India. A complete, up-to-date license inventory must be maintained and provided to Plan India.
- Proprietary tools, custom-built components, or any technology that creates vendor lock-in must not be introduced without prior written approval from Plan India. Where proprietary components are proposed, a documented rationale and exit strategy must be provided.
- The Vendor shall maintain a Technology Stack Register, updated quarterly and accessible to Plan India, listing all software, plugins, integrations, APIs, and licenses in use, including version numbers and license expiry dates.
- The CMS selected must allow Plan India’s staff to create, edit, publish, and manage all website content independently, without requiring developer assistance for routine updates.
- Any proposed change to the core technology stack must be submitted as a formal Change Request and requires written approval from Plan India before implementation.

5. Service Level Agreement (SLA)

The following SLA governs all support, maintenance, and incident response activities. Compliance with this SLA is a contractual obligation. Persistent breaches shall constitute grounds for contract termination.

Priority	Definition	Response	Resolution	SLA Target & Penalty
P1 – Critical	Website/donation page down, data breach, security compromise	2 hours	8 hours	99% within SLA; 2% credit per breach
P2 – High	Significant feature failure, payment gateway error, major UI breakage	4 hours	1 business day	95% within SLA
P3 – Medium	Minor feature issues, content display errors, non-critical plugin issues	8 business hours	2 business days	90% within SLA
P4 – Low	Cosmetic issues, general queries, minor improvement requests	1 business day	5 business days	85% within SLA

SLA Penalties and Credits

- P1 Critical – Breach: For each P1 incident resolved beyond the 8-hour resolution SLA, Plan India shall be entitled to a service credit of 2% of the monthly service fee per breach hour (or part thereof), up to a maximum of 20% per month.
- Repeated P1 Failures: Three (3) or more P1 SLA breaches within any rolling 3-month period shall entitle Plan India to terminate the contract for cause without further obligation or penalty.
- Uptime Below 99.9%: Downtime below the 99.9% monthly uptime guarantee (excluding approved maintenance windows) shall entitle Plan India to a service credit of 5% of the monthly hosting fee for each 0.1% of downtime below the threshold.
- Service credits shall be applied to the following month’s invoice and shall not be considered the sole or exclusive remedy available to Plan India.

Ticketing, Escalation and Governance

- The Vendor shall maintain a dedicated, cloud-based ticketing and helpdesk system accessible to Plan India’s designated staff at all times. All issues must be logged, tracked, and resolved through this system.
- A formal, documented escalation matrix must be provided at contract commencement, including contact names, roles, phone numbers, and email addresses at three levels: operational, managerial, and executive.
- All deployments and major changes must first be tested in a staging environment and receive written approval from Plan India prior to deployment on the live website. Unauthorised changes to the live website constitute a contractual breach.

- In the event of a security incident, the Vendor shall notify Plan India within 1 hour of detection, provide a preliminary written report within 4 hours, and a full incident report within 24 hours.

6. Ownership, Intellectual Property, and Asset Rights

This section sets out Plan India's complete and unconditional ownership of all assets, content, and intellectual property developed or managed under this engagement.

- Absolute Ownership: All website content, design assets, source code, databases, documentation, reports, analytics data, and any other materials created, customised, or procured under this contract shall be the exclusive property of Plan India from the moment of creation. This ownership is irrevocable, worldwide, and in perpetuity.
- Assignment of Rights: The Vendor assigns to Plan India all intellectual property rights (including copyright, database rights, and any other rights) in all deliverables from first creation, without additional payment.
- No Proprietary Lock-In: The Vendor is strictly prohibited from introducing any proprietary system, custom framework, or technology component that restricts Plan India's ability to migrate, transfer, or independently maintain the website without the Vendor's involvement. Any such introduction without written consent constitutes a material breach of contract.
- Asset and Credential Inventory: The Vendor shall maintain and provide Plan India with a continuously updated inventory of all digital assets, plugins, licenses, API keys, integrations, credentials, and third-party accounts associated with the website. This inventory must be updated within 5 business days of any change.
- Design Source Files: All design source files (Figma, Adobe XD, Illustrator, Photoshop, or equivalent) must be provided to Plan India in fully editable formats upon completion of the redesign and upon any subsequent design changes.
- Code Repository: All source code must be maintained in a version-controlled repository (GitHub, GitLab, or equivalent), to which Plan India must have full administrative access at all times.
- Third-Party Licenses: Any third-party licenses procured for the benefit of this engagement must be registered in Plan India's name or be fully transferable to Plan India without additional cost or restriction. The Vendor shall not retain any license that is required for Plan India's continued operation of the website.
- Handover on Termination: Upon contract closure or termination (for any reason), the Vendor shall provide a complete, structured handover package including all source code, design files, credentials, documentation, and active license transfers within thirty (30) days, or as directed by Plan India. The Vendor shall cooperate fully with any incoming vendor or Plan India's internal team and shall not withhold, delay, or impede access to any assets.

> *Any failure to comply with this section shall entitle Plan India to seek injunctive relief and damages, in addition to any other available remedies.*

7. Data Protection, Confidentiality, and Security

7A. Legal Compliance

- The Vendor shall at all times comply with the Digital Personal Data Protection (DPDP) Act, 2023, the Information Technology Act, 2000 (as amended), all rules and regulations made thereunder, and any other applicable Indian and international data protection and cybersecurity laws.
- The Vendor shall act as a Data Processor on behalf of Plan India (the Data Fiduciary) for all personal data processed in connection with this engagement, and shall comply with all obligations of a Data Processor under applicable law.
- Any subprocessors engaged by the Vendor for data processing activities must be disclosed to Plan India and must provide equivalent data protection guarantees.

7B. Data Handling and Security Standards

- All donor data, beneficiary data, organisational data, and any other personal or sensitive information processed under this engagement must be handled with the highest standards of confidentiality, integrity, and security.
- Personal data must be stored and processed only in India, or in jurisdictions providing equivalent data protection as required under Indian law, and must not be transferred internationally without Plan India's prior written consent.
- Multi-Factor Authentication (MFA) must be enforced for all administrative accounts. Shared credentials are strictly prohibited. Access must be role-based and limited to the minimum necessary for the Vendor's staff to perform their duties.
- All data transmissions must be encrypted in transit (minimum TLS 1.2) and at rest. Payment data must be handled in compliance with PCI DSS standards.
- The Vendor must maintain and provide upon request a written Data Processing Agreement (DPA) and a Data Protection Policy that detail all processing activities, retention periods, deletion schedules, and safeguards.

7C. Incident Response

- Any actual or suspected security incident, data breach, or unauthorised access must be reported to Plan India within one (1) hour of detection.
- A preliminary written incident report must be provided within four (4) hours.
- A full incident report, including root cause analysis, impact assessment, and remediation steps, must be provided within twenty-four (24) hours.
- The Vendor must cooperate fully with Plan India's investigation and any regulatory reporting obligations.

7D. Confidentiality

- All information, data, documents, and communications shared with the Vendor in connection with this engagement are strictly confidential and must not be disclosed, shared, published, or used for any purpose other than the performance of this contract.

- This obligation of confidentiality survives the termination or expiry of the contract and continues for a period of five (5) years thereafter, unless otherwise required by law.
- The Vendor must ensure that all its employees, contractors, and subprocessors with access to Plan India's information are bound by equivalent confidentiality obligations.

8. Training and Knowledge Transfer

Comprehensive training and knowledge transfer are essential to ensuring Plan India's operational independence from the Vendor. The following minimum requirements apply:

- CMS Administration Training: Minimum two (2) live training sessions (virtual or in-person as agreed) covering all CMS functionality, content management, user management, and basic troubleshooting. Each session must be recorded and the recordings provided to Plan India.
- Technical Training: At least one (1) session covering website administration, hosting management, plugin management, backup procedures, and security monitoring, targeted at Plan India's IT staff.
- Training Participants: Minimum six (6) designated Plan India staff members. The Vendor must accommodate additional participants if required by Plan India at no additional cost.
- Training Materials: Comprehensive, plain-language user manuals and quick-reference guides for CMS and administrative tasks; technical documentation covering system architecture, configurations, integrations, and API references; video walkthroughs for common tasks; all materials must be provided in editable digital formats (Word, PDF) and updated by the Vendor whenever significant changes are made.
- Refresher Support: The Vendor must provide up to three (3) refresher training sessions per contract year (virtual, 2 hours each) at no additional cost, to support staff turnover and system changes.
- Knowledge Base: The Vendor must maintain a written knowledge base or wiki accessible to Plan India's staff, covering common tasks, FAQs, and known issues.

9. Eligibility Criteria for Bidding Agencies

To be eligible for consideration, agencies must meet all of the following minimum criteria. Failure to meet any criterion will result in disqualification. Plan India may request documentary evidence for any or all of the criteria listed below.

- **Legal Registration:** The agency must be legally registered and in good standing in India (or the relevant jurisdiction) and must provide a valid Certificate of Incorporation, GST registration, and PAN card.
- **Minimum Experience:** A minimum of five (5) years of demonstrated experience in delivering web services (design, development, hosting, maintenance) for organisations of comparable scale and complexity.
- **NGO/INGO Sector Experience:** Demonstrable experience delivering websites and digital solutions for at least three (3) non-governmental, international non-governmental, or not-for-profit organisations. References and portfolio evidence must be provided.

- **CMS Expertise:** Proven expertise in at least one major open-source CMS platform (e.g., WordPress, Drupal, or equivalent), with demonstrable experience in multi-user, enterprise-grade implementations.
- **Integration Capability:** Demonstrated experience integrating CRM systems (Zoho CRM preferred), payment gateways, Google Analytics 4, and email marketing platforms.
- **Dedicated Technical Team:** The agency must have a dedicated, in-house technical support team available during standard business hours with defined on-call escalation for critical incidents. Outsourcing of core technical functions is not permitted without Plan India's written consent.
- **Financial Stability:** The agency must demonstrate financial stability by providing audited financial statements for the preceding two (2) financial years. Annual turnover must meet a minimum threshold of INR [insert threshold] per year.
- **No Conflict of Interest:** The agency must declare any existing relationships or conflicts of interest with Plan India, Plan International, or related organisations. Undisclosed conflicts shall constitute grounds for disqualification.
- **Data Protection Compliance:** The agency must confirm compliance with the DPDP Act, 2023 and provide its Data Protection Policy upon request.
- **No Debarment:** The agency must not be debarred, blacklisted, or under legal sanctions by any government authority, international organisation, or donor body. A self-declaration to this effect must be submitted with the proposal.

10. Key Deliverables and Acceptance Criteria

All deliverables are mandatory. No payment shall be released for a deliverable until Plan India has provided formal written acceptance. The acceptance process must be completed within ten (10) business days of submission by the Vendor.

#	Deliverable	Due Date / Frequency	Acceptance Criteria
1	Technical and Functional Audit Report	Within 2 weeks of contract signing	Written sign-off by Plan India
2	Detailed Transition and Migration Plan (with rollback procedures)	Within 2 weeks of contract signing	Written approval by Plan India
3	Staging and Development Environments Established	Prior to any live deployment	Plan India QA confirmation
4	Fully Migrated Website (all content, assets, URLs, SEO preserved)	As per agreed timeline	UAT sign-off
5	Fully Redesigned and Launched Website	As per agreed milestone schedule	Plan India formal acceptance
6	Complete Documentation Package (technical, user, admin, API)	At launch and on any major change	Plan India confirmation of receipt
7	Training Completed and Training Materials Delivered	Prior to or at launch	Attendance records, feedback

#	Deliverable	Due Date / Frequency	Acceptance Criteria
8	Complete Asset and Credentials Inventory	At launch	Verified by Plan India IT
9	Monthly Maintenance, Uptime, Security and Analytics Reports	By 5th of each month	Plan India review
10	Quarterly Accessibility, UX and Security Audit Reports	Within 10 days of quarter end	Plan India review
11	Annual Comprehensive SEO and DR Audit Report	Annually	Plan India review and approval
12	Full Handover Package on Contract Closure/Termination	30 days' prior notice	Verified handover certificate

> *Acceptance criteria shall be assessed against the specifications in this TOR, Plan India's brand guidelines, and any supplementary requirements agreed in writing during the contract. Plan India's written acceptance is final and binding.*

11. Reporting and Governance

11A. Account Management

- The Vendor shall designate a named, senior Account Manager as the Single Point of Contact (SPOC) for all communications with Plan India. This individual must have decision-making authority and must be available during Indian business hours (09:00–18:00 IST, Monday to Friday).
- Any change to the SPOC must be communicated to Plan India in writing at least five (5) business days in advance.
- The Vendor's core project team members must not be replaced without prior written notification to Plan India and a structured handover to the replacement individual.

11B. Meetings and Reviews

- Monthly Review Meetings: To be held on the second working week of each month, to review SLA performance, deliverables, issues, upcoming work, and any change requests.
- Quarterly Strategic Reviews: To include performance against contract, forward planning, technology roadmap, and any required contract amendments.
- Ad Hoc Meetings: To be convened within 48 hours of a critical incident or at Plan India's request.
- All meeting minutes must be recorded and distributed to both parties within three (3) business days.

11C. Change Management

- Any proposed change to the scope, deliverables, timelines, technology stack, or commercial arrangements must be submitted as a formal, written Change Request.
- Change Requests must include: description of the change; rationale and impact analysis; proposed timeline and cost; risks and mitigation measures.

- No change shall be implemented without Plan India's prior written approval. Unauthorised changes constitute a contractual breach and may result in financial liability.

12. Financial Arrangements for Hosting and Services

12A. Hosting Cost Transparency

- The Vendor shall initially procure and manage approved third-party hosting services unless Plan India elects to procure these directly.
- All hosting and infrastructure costs shall be reimbursed by Plan India on an actual-cost, pass-through basis. The Vendor shall submit valid original invoices, receipts, and supporting documentation issued directly by the hosting provider.
- The Vendor shall not apply any markup, management fee, or hidden charges to hosting costs without prior written agreement with Plan India. Unauthorised markups shall be considered a breach of contract and shall be recovered.
- The Vendor must provide Plan India with read-only access to the hosting provider's billing dashboard to enable independent cost verification at any time.
- An itemised hosting cost statement must be included in the monthly report.

12B. Plan India's Reserved Rights

- Plan India reserves the right, at any time and without penalty, to directly procure hosting services, transfer hosting accounts to its own name, or migrate to a different provider. The Vendor must cooperate fully with any such migration.
- Plan India reserves the right to conduct a financial audit of all hosting and service-related expenditures at any time during or after the contract period.
- The Vendor must not enter into multi-year hosting contracts or make any hosting commitments on behalf of Plan India without prior written approval.

12C. Payment Terms

- Invoices shall be submitted by the Vendor on a monthly basis, on the first business day of each month, for services rendered in the preceding month.
- Plan India's payment terms are [insert terms, e.g., 30 days net] from receipt of a valid invoice and any required supporting documentation.
- Plan India reserves the right to withhold payment for any deliverable or service that has not received formal written acceptance, or where SLA credits are applicable.
- All taxes, duties, and applicable statutory charges are the responsibility of the Vendor. Plan India shall deduct TDS in accordance with applicable Indian tax laws.

13. Legal, Contractual, and Compliance Framework

13A. Governing Law and Jurisdiction

- This TOR, and any contract arising from it, shall be governed by and construed in accordance with the laws of the Republic of India.
- Any disputes arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts in [insert city, e.g., New Delhi/Mumbai] unless resolved through arbitration as provided below.

13B. Dispute Resolution

- The parties shall first attempt to resolve any dispute amicably through good-faith negotiations at the management level within fifteen (15) days of written notice of the dispute.
- If unresolved, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted by a sole arbitrator mutually appointed, or, failing agreement, appointed in accordance with the Act.
- The seat and venue of arbitration shall be [insert city]. The language of arbitration shall be English.
- Pending the resolution of any dispute, the Vendor must continue to perform its obligations under the contract.

13C. Performance Security

- The selected Vendor shall furnish a Performance Security of [insert amount, e.g., 10% of the annual contract value] in the form of a bank guarantee or demand draft within ten (10) business days of contract signing. This security shall remain valid for the duration of the contract plus sixty (60) days.
- Plan India reserves the right to encash the Performance Security in the event of material breach, non-performance, or termination for cause.

13D. Termination

- Termination for Convenience: Plan India may terminate the contract at any time by providing thirty (30) days' written notice to the Vendor, without assigning any reason.
- Termination for Cause: Plan India may terminate the contract immediately, without notice or penalty, in the event of: material breach not remedied within ten (10) business days of written notice; insolvency, winding up, or cessation of business; data breach, security failure, or wilful misconduct; three (3) or more P1 SLA breaches in any rolling 3-month period; or use of nulled/pirated software or introduction of unauthorised lock-in technology.
- Upon termination for any reason, all assets, credentials, documentation, and data belonging to Plan India must be returned or transferred within thirty (30) days. The Vendor must provide full transition support to any incoming provider.
- In the event of termination for cause, Plan India shall not be liable for any fees or costs beyond services rendered and accepted up to the date of termination.

13E. Indemnification

- The Vendor shall indemnify, defend, and hold harmless Plan India, its officers, employees, and agents against any claims, losses, damages, liabilities, costs, or expenses arising from: the Vendor's breach of contract; negligence or wilful misconduct; infringement of intellectual property rights; data breach or security failure; or non-compliance with applicable law.

13F. Compliance

- The Vendor must comply with all applicable Indian laws, including but not limited to: the DPDP Act, 2023; the Information Technology Act, 2000 (as amended); the Companies Act, 2013; GST laws; labour and employment laws; and all sector-specific regulatory requirements.
- The Vendor must comply with Plan India’s Code of Conduct, Anti-Bribery and Anti-Corruption Policy, Safeguarding Policy, and any other applicable organisational policies provided to the Vendor.
- Any violation of Plan India’s policies or applicable law by the Vendor or its personnel shall constitute grounds for immediate contract termination.

14. Proposal Submission Requirements

Proposals must be submitted in two separate, clearly labelled components: a Technical Proposal and a Financial Proposal. Proposals that combine both components in a single document, or that are incomplete, shall be summarily disqualified.

14A. Technical Proposal (must include all of the following)

- Company Profile: Legal name, registration details, GST/PAN, years in operation, organisational structure, team size, and a signed declaration by an authorised signatory confirming accuracy.
- Understanding of Requirements: A clear and detailed narrative demonstrating the agency’s understanding of Plan India’s requirements, context, and objectives.
- Technical Approach and Proposed Solution: Methodology for each scope area (transition, hosting, redesign, maintenance); proposed CMS platform with justification; hosting infrastructure proposal with named provider, data centre location, and architecture diagram; security and data protection approach; SEO and accessibility approach; anti-lock-in assurances.
- Workplan and Timelines: A detailed project plan with milestones, deliverables, responsibilities, and timelines for the transition and redesign phases. Timelines must be realistic and account for Plan India’s review and approval cycles.
- Team Composition: CVs and role descriptions for all key personnel. Identify the proposed Account Manager/SPOC, Project Manager, Lead Developer, Designer, QA Lead, and Support Lead. State clearly which team members are full-time employees versus contractors.
- Portfolio and Case Studies: Minimum three (3) relevant case studies (NGO/INGO preferred), including website URLs, client names (with permission), scope of work, outcomes, and client contact references. Plan India may contact references directly.
- Approach to SLA and Support: Description of helpdesk/ticketing system, escalation matrix, on-call arrangements, and incident response capabilities.
- Data Protection and Security: Confirmation of DPDP Act compliance, Data Protection Policy, and security certifications if any.
- Declaration of Conflicts of Interest and Debarment Self-Declaration: Signed by an authorised signatory.

14B. Financial Proposal (must include all of the following)

- A detailed, itemised commercial proposal covering: one-time fees (transition, audit, redesign, development, testing, training); monthly retainer fees (maintenance, support, hosting management); unit rates for out-of-scope activities (hourly rates by role, change request rates); and hosting cost estimates (pass-through, with stated assumptions).
- Validity period: Financial proposals must remain valid for a minimum of ninety (90) days from the submission deadline.
- Currency: All prices in Indian Rupees (INR). Prices must be exclusive of GST (GST to be stated separately).
- No conditional pricing or price escalation clauses shall be accepted in the first contract year without Plan India's written agreement.

15. Evaluation Criteria and Process

All compliant proposals will be evaluated by Plan India's Evaluation Committee using a structured quality-cost evaluation methodology. The following criteria and weightages apply:

#	Evaluation Criterion	Weightage
1	Technical Understanding, Approach and Proposed Solution	**25%**
2	Relevant Experience: NGO/INGO websites, CRM and payment integrations	**20%**
3	Team Composition: Qualifications, roles, and dedicated support capacity	**15%**
4	Methodology, Workplan, and Proposed Timelines	**15%**
5	SLA Capability and Support Infrastructure	**10%**
6	Financial Proposal (Value for Money and Cost Transparency)	**15%**

The evaluation process shall proceed as follows:

1. Stage 1 – Administrative Screening: Proposals that do not meet the eligibility criteria (Section 9) or are materially incomplete will be disqualified without further evaluation.
2. Stage 2 – Technical Evaluation: Compliant technical proposals will be scored against the criteria above. Agencies scoring below 70% of the total technical score shall not be considered further.
3. Stage 3 – Shortlisting and Presentations: Plan India reserves the right to shortlist up to three (3) agencies for further assessment, including presentations, demonstrations, and reference checks.
4. Stage 4 – Financial Evaluation: Financial proposals of technically qualified agencies will be evaluated for value for money, completeness, and transparency.
5. Stage 5 – Combined Score and Award: The contract will be awarded to the agency achieving the highest combined score. Plan India reserves the right to negotiate final terms with the preferred bidder.

Plan India's evaluation decision is final. No correspondence regarding evaluation outcomes will be entered into.

16. Proposal Submission Instructions

- Deadline: Proposals must be received no later than 20/09/2026. Late submissions will not be considered under any circumstances.
- Format: Proposals must be submitted in electronic format only, as PDF or Word documents. Financial proposals must be in a separate, password-protected file (password to be shared only upon request by Plan India).
- Submission Email -procurement@planindia.org. The subject line must read: “RFP Response – Website Services – PLAN-IND-ICT-TOR-2025-01”.
- Acknowledgement: Plan India will acknowledge receipt of proposals within two (2) business days.
- Clarification Questions: Written clarification questions must be submitted by interested bidder to procurement@planindia.org]. Responses will be shared with all bidders.
- Contact Person: [Insert name, designation, email, and phone number].
- Proprietary Information: Bidders must clearly mark any portions of their proposal that contain proprietary or confidential information. Plan India will handle such information in confidence.

17. Contract Duration, Extension, and Performance Review

- Initial Contract Duration: The contract shall be for an initial period of one year commencing from the date of contract signing.
- Extension: The contract may be extended for additional periods of up to one (1) year each, subject to: satisfactory performance against all SLAs and deliverables; Plan India’s organisational requirements; and mutual agreement on terms, which must be reached no later than ninety (90) days before contract expiry.
- Performance Review: A formal performance review shall be conducted annually, assessing the Vendor’s compliance with SLAs, quality of deliverables, responsiveness, value for money, and overall relationship management. The outcome of this review shall inform the extension decision.
- Benchmarking: Plan India reserves the right to benchmark the Vendor’s services and pricing against the market at any point during the contract. If significant gaps are identified, Plan India may initiate renegotiation or a new procurement process.
- Price Review: Fee adjustments for the extension period must be proposed by the Vendor in writing at least ninety (90) days before contract expiry. Plan India is under no obligation to accept proposed price increases.

18. Additional Terms and Conditions

18A. Anti-Bribery and Anti-Corruption

- The Vendor confirms that neither it, nor any of its directors, officers, employees, or agents, has offered, given, or agreed to give any gift, payment, or other benefit to any employee or representative of Plan India in connection with this engagement.

- Any breach of this clause shall result in immediate contract termination and may be reported to relevant authorities.

18B. Safeguarding

- The Vendor must comply with Plan India's Safeguarding Policy and Child Protection Policy. All personnel engaged on this contract who may have contact with children or vulnerable adults must undergo appropriate background checks before commencing work.
- Any safeguarding concern must be reported to Plan India immediately.

18C. Subcontracting

- The Vendor must disclose all proposed subcontractors in the technical proposal. Subcontracting of core technical functions without Plan India's written approval is not permitted.
- The Vendor remains fully liable for all work performed by subcontractors and must ensure subcontractors are bound by equivalent obligations.

18D. Force Majeure

- Neither party shall be liable for delays or failures in performance resulting from events genuinely beyond its reasonable control (force majeure), provided that the affected party notifies the other in writing within 48 hours and takes all reasonable steps to minimise the impact.
- Force majeure shall not excuse non-performance of security, data protection, or incident response obligations.

18E. Audit Rights

- Plan India, or its nominated representative or auditor, reserves the right to audit the Vendor's performance, records, systems, and compliance with this contract at any time during the contract period and for three (3) years after termination. The Vendor must cooperate fully with any such audit.

Annexures

Annexure A – Proposal Checklist

Bidders must ensure that all items below are included in their submission. Incomplete proposals will be disqualified.

1. Signed covering letter on agency letterhead confirming acceptance of all TOR terms.
2. Company registration certificate, GST registration, and PAN.
3. Self-declaration of no debarment or blacklisting, signed by authorised signatory.
4. Conflict of interest declaration, signed by authorised signatory.
5. Technical Proposal (as per Section 14A).
6. Minimum three (3) portfolio/case study references with contact details.
7. CVs of all key proposed personnel.
8. Financial Proposal (in a separate, password-protected file) (as per Section 14B).
9. Audited financial statements for the preceding two (2) financial years.
10. Data Protection Policy.
11. Any applicable certifications (ISO 27001, PCI DSS, etc.).

Annexure B – Glossary of Terms

- **Plan India:** Plan International India Chapter, the contracting organisation.
- **Vendor / Agency:** The selected web services provider.
- **CMS:** Content Management System.
- **SLA:** Service Level Agreement.
- **DPDP Act:** Digital Personal Data Protection Act, 2023.
- **UAT:** User Acceptance Testing.
- **WCAG:** Web Content Accessibility Guidelines.
- **CDN:** Content Delivery Network.
- **MFA:** Multi-Factor Authentication.
- **DDoS:** Distributed Denial of Service.
- **RTO:** Recovery Time Objective.
- **DXA:** Document XML Attribute (unit of measurement in Word documents).
- **Change Request:** A formal, written request to change any element of the agreed contract scope, deliverables, timelines, or costs.
- **TOR:** Terms of Reference.

Document Sign-Off

This Terms of Reference has been reviewed and approved for issue by the authorised representatives of Plan International India Chapter.