

Date: 14 January 2026

**(Technical Proposal - Open PDF file)**

**(Financial Proposal - Password-Protected PDF file)**

## Request for Proposal

### Hiring of an International Audit Firm

#### 1. Background

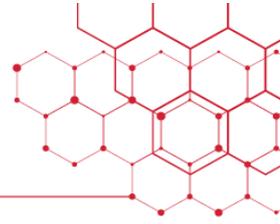
The Coalition for Disaster Resilient Infrastructure (CDRI), an International Organization, recognized *vide* Gazette Notification F. No. D-II/451/16(3)/2021 by the Government of India, is a multi-stakeholder global partnership of national governments, UN agencies and programmes, multilateral development banks and financing mechanisms, the private sector, and academic and knowledge institutions that aims to promote the resilience of new and existing infrastructure systems to climate and disaster risks in support of sustainable development. The vision, mission, goal, and objectives of CDRI are explicitly linked to the post-2015 development agendas. CDRI promotes its Disaster Resilient Infrastructure (DRI) mandate through knowledge exchange and bolstering technical capacities among member countries and partners through the following key Strategic Priorities:

- Advocacy and Partnerships
- Research, Knowledge Management, and Capacity Building
- Program Support and Technical Assistance

The CDRI Secretariat, based in New Delhi, India, serves as the operational and administrative arm of the coalition. It is responsible for executing the decisions of the CDRI Governing Council and Executive Committee.

CDRI operates through contributions from multiple stakeholders, including government donors and international development partners. Given the scale of operations, diversity of funding sources, and its commitment to financial accountability and transparency, CDRI requires the services of a qualified and experienced international audit firm to conduct annual independent audits of the financial statements and internal controls of the CDRI Secretariat in accordance with international standards

CDRI seeks an independent external auditor for three consecutive financial years to provide assurance to the Executive Committee and the Finance & Audit Committee. The audit services will include three separate audits for the financial years April 2025 to March 2026, April 2026 to March 2027, and April 2027 to March 2028.



## 2. Objectives of the Assignment

The main objective of the assignment is to:

- Provide an independent professional opinion on the CDRI Secretariat's financial statements and confirm that they present a true and fair view of its financial position.
- Assess the adequacy and effectiveness of internal financial controls and accounting systems.
- Verify compliance with applicable financial regulations, donor requirements, grant agreements, and internal policies.
- Identify potential areas of risk and control weaknesses and offer practical recommendations for improvement.
- Strengthen CDRI's credibility among donors, partners, and stakeholders by ensuring the integrity and transparency of the CDRI Secretariat's financial and operational management and controls.

## 3. Scope of Work

The scope of the audit assignment will include, but is not limited to, the following areas:

### 3.1 Financial Statement Audit

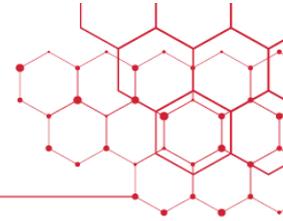
- Audit of the annual financial statements prepared by the CDRI Secretariat in accordance with applicable accounting standards (International Public Sector Accounting Standard - IPSAS).
- Review and validation of financial disclosures, notes, schedules, and reconciliations.
- Examination of supporting documents and records related to income, expenditure, assets, and liabilities.
- Verification of grant income recognition and utilization.

### 3.2 Review of Internal Controls

- Evaluate the design and operational effectiveness of internal controls over financial reporting, procurement, payroll, asset & Inventory management, Information Technology systems and grants management.
- Assess the implementation of risk mitigation strategies and financial management systems.

### 3.3 Compliance Audit

- Assess compliance with:
  - i. Applicable laws and regulations.



- ii. CDRI’s internal Policies and procedures
- iii. Donor agreements and conditions attached to funding.

**3.4 Management Letter**

- Prepare a detailed Management Letter outlining;
- Report any observation and findings that include material irregularities, suspected fraud, or non-compliance observed during the audit period.
  - i. Weaknesses or gaps in internal controls;
  - ii. Recommendations for operational and financial improvements;
  - iii. Management’s response and proposed action plan.

**3.5 Coordination with Governance Committees**

- Engage with CDRI’s Finance and Audit Committee, Executive Committee, and other oversight bodies as required.
- Present the audit findings and respond to queries from the Executive Committee members.

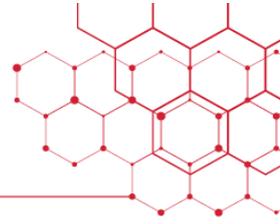
**4. Deliverables**

The following deliverables are to be submitted as part of the assignment.

Deliverable	Description	Timeline
Audit Planning Report	Detailed audit methodology, risk assessment, timeline, and team composition	Within 4 weeks of the end of the financial year (31 March)
Draft Audit Report & Management Letter	Preliminary findings and Recommendations for internal review	By 30 June
Final Audit Report	Signed the audit opinion and audited financial statements	By 31 July
Management Letter	Detailed report on internal controls, compliance, and recommendations	Alongside Final Report (By 31 July)
Presentations to CDRI Committees	Presentation of audit findings to Senior management and governance bodies	As scheduled

**5. Duration and Period of Engagement**

- The appointment will be for a period of three (3) years.
- The audit shall be conducted annually, covering each financial year (April–March), with the final reports due by July 31 of the year.



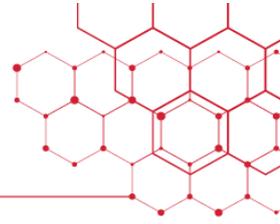
## 6. Reporting and Oversight

- The audit firm will report to the CDRI Executive Committee and will coordinate each audit assignment with the Deputy Director General (COO) of CDRI on behalf of the Executive Committee.
- The assignment will be overseen by the Finance and Audit Committee and coordinated through the CDRI Secretariat Operations function.
- A focal point from the CDRI Secretariat will be assigned for all communications, document access and logistics.

## 7. General Documentation

The audit firm must meet the following criteria:

Criteria	Requirement
Legal Status	<p>Legally registered international audit firm with a valid license to operate globally and the capacity to conduct audits in India.</p> <p><b>“Please note that the firm must be empanelled or registered as a local affiliate/partner with one of the Big Four global accounting firms-Deloitte, Ernst &amp; Young (EY), PricewaterhouseCoopers (PwC), or Klynveld Peat Marwick Goerdeler (KPMG).”</b></p>
Relevant Assignments	<p>Experience in auditing international organizations, and/or multilateral/bilateral donor-funded projects (e.g., EU, FCDO, DFAT, World Bank, UN, Government of India, etc.).</p>
Compliance Requirements	<p>Must not be blacklisted by any government, international donor agency, multilateral development bank, or UN organization. <u>A declaration is to be submitted.</u></p>
Independence and Conflict of Interest	<p>Must demonstrate independence and objectivity throughout the engagement and comply with the ethical requirements of the International Ethics Standards Board for Accountants (IESBA) Code of Ethics or equivalent. The firm must be free of any conflict of interest with CDRI, its employees, or board members.</p> <p><b><u>Must provide a declaration of independence and Conflict of Interest.</u></b></p>
Technical Capacity	<p>Adequate number of qualified auditors (e.g., CAs, CPAs, ACCAs) with IPSAS expertise.</p>



## 8. Submission

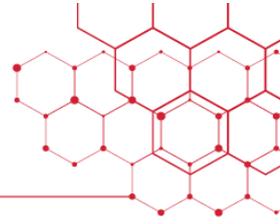
Please share proposals in two separate PDF files:

a) **Technical Proposal (Open PDF file)** catering to, but not limited to, the following:

1. **Credentials of the Agency:** Brief agency profile detailing the kind of services they provide, years of existence, client profile, experience in similar assignments, etc.
2. **Understanding of the Context, Technical Approach, Methodology, and Workplan:** A detailed description of understanding of the context, proposed technical approach, methodology, and workplan for undertaking the assignment and achieving the outlined deliverables, based on the respective key objectives and scope of work.
3. **Professional Work Experience:** Outlining relevant professional experience of the agency (in a tabular form) that demonstrates alignment with the key objectives, scope of work, and the overarching focus of the assignment.
4. **Curriculum Vitae of the Proposed Team Members (team lead, auditors, QA reviewer):** Outlining relevant academic and professional experience and expertise of the professionals to be engaged for this assignment that demonstrates alignment with the key objectives, scope of work, key competencies, and the overarching focus of the assignment.
5. **Timeline:** An estimated timeline for the outlined deliverables, based on the respective key objectives and scope of work.
6. **Supporting Documents:** The proposal should include the certificate of registration, PAN, GSTIN, cancelled cheque copy and/or practising license, conflict of interest declaration, audited financial statements (last 2 years) and two sample redacted audit reports (for quality assessment).

b) **Financial Proposal (Password-Protected PDF File):** A detailed cost estimate for the proposed work based on consultancy rates per day and the number of person-days to be entailed for this work. This proposal must cover all aspects mentioned in the scope of work as below:

1. Professional fees, applicable taxes, and any reimbursables.
2. A breakdown by financial year and by deliverable/milestone, showing subtotals and totals.



3. Any conditional pricing (assumptions, dependencies, exclusions) is stated clearly.

**Note: The Financial Proposal PDF must be password-protected. Under no circumstances should the password be shared at the time of submission. It will be requested separately after the RFP submission deadline has passed.**

**9. Clarifications by Bidders**

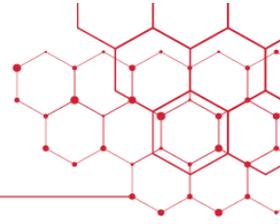
- Bidders requiring any clarification on the RFP document may contact the Procurement Unit of CDRI in writing as per the format attached at ‘Annexure-I’ by email to [tender.projects@cdri.world](mailto:tender.projects@cdri.world)
- CDRI shall endeavour to respond to the queries raised or clarifications sought by the bidders. However, CDRI reserves the right not to respond to any query or provide any clarification in its sole discretion, and nothing in this clause shall be construed, taken, or read as compelling or requiring CDRI to respond to any query or to provide any clarification.
- At any time prior to the proposal due date, CDRI may, for any reason, whether at its own initiative or in response to clarifications requested by the bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarification thus issued shall be shared with all bidders by email and/or uploaded on the website of CDRI (<https://cdri.world/work-with-us/#tenders>) and shall be binding on bidders and shall form part of the RFP document.

**10. Evaluation**

i. The agency will be selected following a **Quality Cum Cost Basis (QCBS)** of selection.

Criteria	Weight (%)
Firm’s Relevant Technical Experience (Credentials of the Agency, Professional Work Experience).	10%
Understanding of the context, Technical Approach, Methodology and Work Plan	40%
Team Composition and Qualifications of Key Staff	25%
Financial Proposal	25%

Rating Multiplier	
Level of Responsiveness	Rating
Non-Responsive	0%
Poor	25%
Satisfactory	50%
Good	75%



Very Good	90%
Excellent	100%

ii. The agency scoring more than 70% in the technical evaluation shall be considered for financial evaluation. 75% weightage will be awarded for the Technical Proposal, and 25% weightage will be awarded for the Financial Proposal. Technical Bids will be assigned a technical score (Ts) out of a maximum of 100 points.

iii. The agencies' Financial Scores (Fn) are normalized as per the formula below:

- Fn =  $F_{min}/F_b * 100$  (rounded off to 4 decimal places), where,
- Fn = Normalized commercial score for the agency under consideration
- Fb = Absolute financial quote for the agency under consideration
- Fmin = Minimum absolute financial quote

The formula for final evaluation:

**Composite Score (S) =  $T_s * 0.75 + F_n * 0.25$**

The agency with the highest Composite Score (S) will be considered for the award of the contract and will be called for negotiations if required.

**11. Standards of quality**

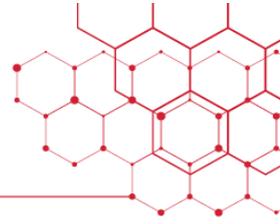
Information and data created according to the Scope of Work should follow internationally accepted standards and practices.

**12. Other Terms & Conditions**

- The proposals should be valid for 90 days after the final submission date.
- CDRI reserves the right to cancel this Request for Proposal before or after the receipt of proposals or after opening the proposal and call for fresh proposals. CDRI also has the right to reject any proposal without assigning any reason.
- Proposals incomplete in any respect will not be considered.

The agencies are requested to submit their proposals through email to [tender.projects@cdri.world](mailto:tender.projects@cdri.world) by 23:59 hrs (IST) on 28 January 2026. Responses received after the stipulated time or not in accordance will be summarily rejected.

**Please ensure that your proposal is sent ONLY to the ABOVE-MENTIONED email ID before the closing date & time. Proposals sent/copied to any other email ID (other than above) OR received after the bid closing date & time (mentioned above) will not be entertained.**



## Appendix I: Acceptance of Terms & Conditions (On Bidders' Letterhead)

To  
Procurement Unit  
Coalition for Disaster Resilient Infrastructure (CDRI)  
3<sup>rd</sup> & 4<sup>th</sup> Floor, IIPA Bhawan, Indian Institute of Public Administration (IIPA),  
Indraprastha Estate, Mahatma Gandhi Road,  
New Delhi-110002, India

Sub: Acceptance of Terms & Conditions

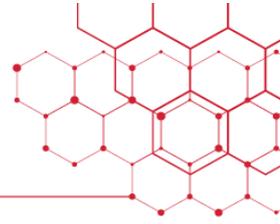
I/ We, the undersigned, offer to provide the above services/material/goods to CDRI. We are hereby submitting our bid as per the requirements of the RFP/ RFQ.

I/We, hereby declare that:

- a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- b) I/We have read carefully the terms and conditions of the tender document(s) along with all the Annexure(s)/Addenda/Corrigendum(s) issued and hereby agree to abide by the said terms and conditions.
- c) I/We unconditionally accept the tender conditions of the above-mentioned tender document(s)/Annexure(s)/Addenda/Corrigendum(s).
- d) I/We undertake that the documents submitted are genuine/authentic and nothing material has been concealed.
- e) I/We understand that the contract is liable to be cancelled if it is found to be obtained through fraudulent means/concealment of information.
- f) I/We shall make available to the CDRI any additional information it may find necessary or require clarifying, supplementing, or authenticating the Bid.
- g) I/We agree to keep this bid valid for acceptance for a period of ninety (90) days from the date of opening the bid.
- h) I/We confirm that there is no conflict of interest that would affect the ability to perform the contract in an impartial and professional manner.
- i) I/We accept that the decision of CDRI regarding the evaluation of the bids will be final and binding, and CDRI is not bound to accept any tender that CDRI receives.
- j) I/We declare that the person signing this bid is duly authorized to bind the bidder legally.

Yours faithfully,

Authorised Signatory  
(with Name, Designation, Contact no., and Seal)



**Annexure-I: Format of Pre-Proposal Queries (On Bidders' Letterhead)**

Date:

To

Procurement Unit

Coalition for Disaster Resilient Infrastructure (CDRI)

3<sup>rd</sup> & 4<sup>th</sup> Floor, IIPA Bhawan, Indian Institute of Public Administration (IIPA),

Indraprastha Estate, Mahatma Gandhi Road,

New Delhi-110002, India

**Sub:** Hiring of an International Audit Firm

Dear Ma'am/Sir,

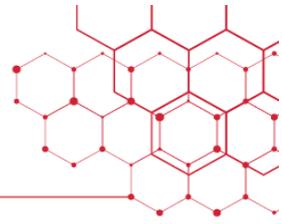
Following are the clarifications and comments on the terms and conditions and scope of work for the subject RFP. These clarifications are exhaustive.

S. N.	Clause no. and page reference	RFP text	Query
1			
2			
.			
....			

Yours faithfully,

Authorized Signatory

(with Name, Designation, Contact no. and Seal)



## Draft Contract Template

### Vendor Contract

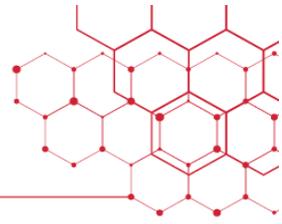
This Contract is made on this **xx day of xxxxxx 2026** (hereinafter called “**Contract**”) by and between Coalition for Disaster Resilient Infrastructure, an International Organisation, *vide* the Gazette Notification F. No. D-II/451/16(3)/2021 issued by the Government of India, with its registered office at 3<sup>rd</sup> & 4<sup>th</sup> Floor, IIPA Bhawan, Indian Institute of Public Administration (IIPA), Indraprastha Estate, Mahatma Gandhi Road, New Delhi-110002, India (hereinafter referred to as “**CDRI**”) and **xxxxxxx** having its office at xxxxxx (hereinafter referred to as “**Vendor**”).

The CDRI and the Vendor are individually referred to as Party and collectively as Parties.

#### WHEREAS

- A. The CDRI, which is an International Organization (“hereinafter referred to as “IO”) *vide* gazette notification dated 11 January 2024 issued by the Government of India and published on 2 February 2024. CDRI is a multi-stakeholder global partnership of national governments, UN agencies and programmes, multilateral development banks and financing mechanisms, the private sector, and knowledge institutions that aim to promote the resilience of new and existing infrastructure systems to climate and disaster risks in support of sustainable development.
- B. The Vendor understands and acknowledges the international legal standing of CDRI and its Secretariat and agrees to abide by all CDRI policies and the immunities and privileges granted to CDRI under the United Nations (Privileges and Immunities) Act, 1947 (hereinafter referred to as “**the UN Act**”) *vide* gazette notification F. No. D-II/451/16(3)/2021 issued by the Government of India.
- C. The Vendor further acknowledges and agrees that nothing in this Agreement shall be deemed as a waiver, express or implied, of any of the Privileges and Immunities as granted to CDRI or otherwise and agrees to abide by the same.
- D. Upon representations and assurances given by the Vendor, CDRI has decided to engage the Vendor in providing services as provided in this Contract.
- E. The Vendor further agrees to abide by all policies of CDRI as of the date and as amended from time to time, which shall govern the present Agreement. Any breach of any and/or all of the provisions of the policies of CDRI shall amount to a breach of the terms of this Contract. The amended policies, as amended and notified on the website of CDRI shall constitute notice of the amendment to the Vendor.

Now, therefore, in consideration of the mutual promises, covenants, and conditions contained herein, and intending to be legally bound hereby, the CDRI and the Vendor agree as follows:



## 1. Scope of Work (SOW):

The CDRI agrees to engage the Vendor to provide services as would be detailed from time to time in SOW, which shall form an integral part of this Contract, whenever the CDRI requires to avail services from the Vendor against payment to be mentioned in the SOW as annexed herewith as **Annexure-1** on terms and conditions provided herein below. It is clarified that the execution of this Contract does not mean/ensure that the Vendor shall be provided work order/s as a matter of right. The same is at the discretion of CDRI.

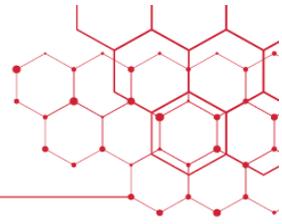
## 2. Term and Termination:

2.1 This Contract shall be effective from **xxxxxxxx 2026** and shall remain in force **till xxxx 2026** unless terminated in accordance with this Contract or mutually extended by both the Parties as a written modification to this Contract. The Vendor acknowledges that extension of the term of this Contract is at the sole discretion of CDRI, and the Vendor shall not claim it as a matter of right under any circumstances whatsoever.

2.2 This Contract may be terminated by either Party before the expiry of the term mentioned in clause 2.1 above by giving to the other Party [30] days advance written notice. Any SOW pending delivery from the Vendor at the time of such termination shall be completed by the Vendor in terms of the SOW, and the CDRI shall make payment against the delivery of the services as agreed under the terms and conditions of the SOW.

2.3 The CDRI shall have the right to terminate the Contract without notice on any of the following grounds:

- 2.3.1 If the Vendor and/or its proprietor/promoter/director/employee is accused of any offence including but not limited to offence involving moral turpitude/convicted of a criminal offence by a competent Court of Law/ Authority or has any sort of legal proceedings of a criminal nature pending against him/her;
- 2.3.2 If CDRI gains knowledge that the Vendor and/or its proprietor/promoter/director/employee, directly or indirectly, has committed any corrupt, fraudulent, collusive, and/or coercive practices, as defined under CDRI policies and/or generally known;
- 2.3.3 If CDRI gains knowledge that the Vendor or its proprietor/promoter/director/employee, directly or indirectly, has committed or accused of any violation, breach of any child protection laws and/or any laws protecting women;
- 2.3.4 If CDRI gains knowledge that the Vendor or its proprietor/promoter/director/employee, directly or indirectly, is found committing a breach of the Confidentiality terms and conditions set in this Contract;
- 2.3.5 In the event of misconduct, disobedience towards the CDRI and/or its employees by the Vendor or any of the representatives or employees of the Vendor or non-performance of the Vendor's obligations towards providing the CDRI with services as per the CDRI's satisfaction and established industry norms, in terms of the SOW.



2.4 In case of termination of the Contract by the CDRI due to Clause 2.3 above, the CDRI has the right to recover all or any amounts paid as advance to the Vendor withhold or renegotiate the amount payable to the Vendor and the right to restrict any payment to the Vendor towards non-cancellable obligations performed by the Vendor as required to be provided to the CDRI under the SOW till such termination.

2.5 In the event the Vendor's, its proprietor/promoter/director/employee's actions are found being a hinderance to the immunities/privileges granted to CDRI, the same shall constitute breach of the contract and CDRI may take necessary action.

**3. Fee & Payment Schedule:**

3.1 **Fee:** The vendor shall be compensated with a total amount of **xxxxxxx** for delivering services in accordance with the Scope of Work (SOW) detailed in **Annexure 1**. This payment aligns with the vendor's Technical and Financial Proposals, attached as **Annexures 2 and 3**, respectively.

3.2 **Payment Schedule:** Payments will be made upon satisfactory completion of the tasks, and approval by competent authorities based on the following deliverables.

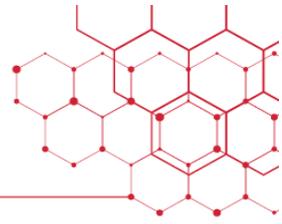
S. N.	Deliverables	Payment Terms (% of Contract Price)	Amount (USD/INR)
1			
2			
3			

3.3 **Taxes** The Vendor acknowledges that CDRI is exempt from taxes under the Headquarters Agreement with the Government of India and the United Nations (Privileges and Immunities) Act, 1947. It is hereby reiterated that CDRI shall not make any deductions from the payments. The Vendor agrees to take on the sole responsibility for filing tax returns and paying all applicable taxes, duties, or levies arising from this contract under the relevant laws.

3.4 Payment shall be made directly to the below-mentioned bank account of the Vendor through banking channels using Cheque/SWIFT or any other online payment gateway authorized by the government for such payments within 30 calendar days from the date of receipt of a valid invoice by the CDRI.

**Bank Details:**

Account Name:	
Name of the Bank:	
Branch Address:	
Account No.:	
IFSC/SWIFT:	



3.5 The Vendor assumes responsibility for the timely submission of valid invoices for supplies/services made to the CDRI. The invoice should be addressed and submitted to the CDRI's Office as given below:

**Coalition for Disaster Resilient Infrastructure (CDRI)**

3rd & 4th Floor, IIPA Bhawan, Indian Institute of Public Administration (IIPA),  
Indraprastha Estate, Mahatma Gandhi Road,  
New Delhi-110002, India  
UIN: 0725IND00002UNV  
Email ID: [invoice@cdri.world](mailto:invoice@cdri.world)

3.6 All bills for expenses in the original must be submitted to the CDRI. No payments will be disbursed in case of delayed submission. In case of any discrepancy or non-submission of valid documentary proof in support of expenses as required or requested by the CDRI or delayed, deficient delivery of services by the Vendor, the CDRI has a right to withhold payment to the Vendor till the time such discrepancy is addressed by the Vendor to the satisfaction of the CDRI or the CDRI may, in its sole discretion, decide to pay proportionately for such delivery/services.

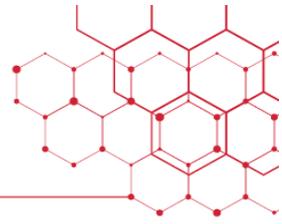
3.7 The CDRI shall raise any disputes on any invoice within 15 calendar days of receiving such invoice after which they shall be considered undisputed. CDRI shall ensure that all undisputed invoices are paid on time, and the Vendor shall not reissue undisputed invoices.

**4. Confidentiality:**

4.1 The Parties agree that as a part of the work under this Contract, the Vendor may be given secured access to proprietary and confidential information of the CDRI or/and its employees, including but not limited to personnel and financial, program, and/or project records of the CDRI and of the clients/partners of the CDRI hereinafter collectively referred to as the "Confidential Information") shall be treated and regarded as confidential and proprietary and trade secret information which is the sole and exclusive property of the CDRI.

4.2 The Receiving Party agrees to hold such Confidential Information in strict confidence and implement appropriate administrative, technical, and physical safeguards, to protect the security, confidentiality, and integrity of such confidential information, and protect against unauthorized access to or use of such confidential information. The receiving party agrees to take all reasonable measures (including, but not limited to, legal proceedings) to restrain its representatives from disclosing or improper use of confidential information, whether directly or indirectly, to a third party without the prior written consent of the disclosing Party.

4.3 Notwithstanding the foregoing, Confidential Information and information of the nature set out in Clause 4.2 does not include information: (i) in the public domain; (ii) that later becomes public, unless such information is made public by a Party otherwise than as a result of the breach of this Contract; (iii) made available by a third party without breach of confidentiality; (iv) already known or already in the lawful possession of the Party receiving Confidential

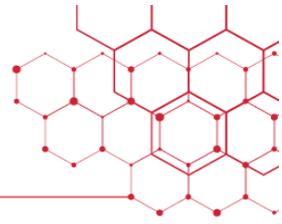


Information as of the date of its disclosure by the Party disclosing such Confidential Information; or (iv) required to be disclosed to a Party's advisors and/or under applicable laws or any other regulatory requirements and/or under relevant professional and ethical guidelines.

- 4.4 The Receiving Party further acknowledges and agrees that a breach of any of the terms contained in this Contract may result in irreparable and continuing damage to the CDRI for which damages may not be adequate, and the CDRI is therefore entitled to seek injunctive relief including but not limited to the enforcement of confidentiality obligations hereunder without prejudice to any other right that the CDRI may be entitled to in law or under this Contract.
- 4.5 The Vendor shall not retain CDRI's confidential information beyond the contract term and shall destroy and/or return all such data within 30 days of contract termination.
- 4.6 In case of a data breach, the Vendor must notify CDRI within 24 hours and cooperate in remedial actions.
- 4.7 The Parties' obligations under Section 4 shall survive the termination or expiration of this Contract.

## **5. Intellectual Property & other Proprietary Rights:**

- 5.1 Except as is otherwise expressly provided in writing in the Contract, the Vendor agrees and acknowledges that CDRI shall at all given points of time be the owner of all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, trade-secret with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Vendor has developed for CDRI under the Contract and which bears a direct relation to and/or are produced, prepared, collected in consequence of, or during the course of, the performance of the Contract. The Vendor acknowledges and agrees that such products, documents and other materials constitute works made for hire for CDRI.
- 5.2 To the extent that any such Intellectual Property or other Proprietary Rights consist of any Intellectual Property or other Proprietary rights of the Vendor: (i) that pre-existed the performance by the Vendor of its obligations under the Contract, or (ii) that the Vendor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, CDRI does not and shall not claim any ownership interest thereto, and the Vendor grants to CDRI, a perpetual license to use such Intellectual Property or other Proprietary Right solely for and in accordance with the requirements of the Contract.
- 5.3 At the request of CDRI, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such Proprietary Rights and transferring or licensing them to CDRI in compliance with the requirements of the Contract.



5.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Vendor under the Contract shall be the property of CDRI, and shall be made available for use or inspection by CDRI at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to CDRI's authorized officials on completion of work under the Contract.

**6. Publicity and use of the Name, Emblem or official Seal of CDRI:**

The Vendor undertakes to not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with CDRI, nor shall the Vendor in any manner whatsoever use the name, emblem or official seal of CDRI, or any abbreviation of the name of Coalition for Disaster Resilient Infrastructure in connection with its business or otherwise without the written permission of CDRI.

**7. Insurance and Liability**

7.1 The Vendor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

7.2 The Vendor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees, to cover claims for personal injury or death in connection with this Contract.

7.3 The Vendor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles including boats, airplanes or other equipment owned or leased by the Vendor and/or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

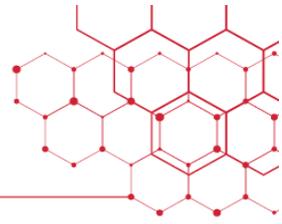
**8. Consequences of breach**

8.1 In the event of a breach of Contract by either party that is not resolved within 30 days of notification of such breach, the non-breaching party reserves the right to pursue arbitration.

8.2 A breach of this Contract includes but is not limited to failure to deliver agreed-upon services, disclosure of confidential information, or non-compliance with contractual terms.

8.3 The Parties agree that any breach of Contract shall be resolved through negotiation in good faith, with Liquidated Damages being pursued only if an amicable resolution cannot be reached.

8.4 The Vendor acknowledges that any breach of this Contract may result in irreparable harm to CDRI, and CDRI may seek liquidated damages that shall not exceed 10% of the total estimated



value (Clause 3- Payment schedule) of the Contract. This provision shall survive the termination of the Contract.

8.5 Upon a material breach of this Contract, CDRI may terminate the Contract, and the Vendor shall not be entitled to receive any agreed payments upon termination of the Contract. However, CDRI may consider making payment for the part satisfactorily performed based on Quantum Meruit as assessed by it, if such part is of economic utility to the CDRI.

8.6 In the event of a breach, the Vendor shall be responsible for reimbursing CDRI for any costs incurred to remedy the breach, including but not limited to legal fees and expenses.

## **9. Relationship**

9.1 For all purposes and in the performance of its services as mentioned in this Contract the Vendor shall be deemed to be an independent Vendor on a 'principal' to 'principal' basis and shall in no manner whatsoever create any agency.

9.2 Under no circumstances shall this Contract be deemed to be a Contract of partnership or of joint venture.

9.3 Vendor acknowledges and agrees that as an independent contractor, the Vendor is not entitled to and will not make any claim to the CDRI or to the CDRI's clients or business partners for any employment-related benefits for the employees of the Vendor.

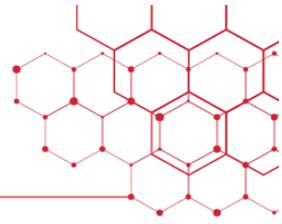
## **10. Non-Discrimination**

The CDRI adopts a comprehensive policy of being a zero-tolerance zone in respect of discrimination at the workplace on the basis of race, color, religion, gender (including pregnancy and gender identity), national origin, disability, age, veteran status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct and the Vendor is required to strictly adhere to applicable policies, as on date and as amended from time to time. The Vendor and its employees are required to act at all times in a manner that is in compliance with the applicable policies of CDRI.

## **11. Child Labour**

The Vendor acknowledges that CDRI strictly prohibits any direct or indirect engagement of children and prohibits the engagement of adolescents in any manner whatsoever as prohibited under the law including but not limited to hazardous occupations and processes and confirms the adoption and enforcement of a child-safe environment, and the Vendor agrees to strictly comply with such policy and in accordance with standards prescribed by the International Labor Organization in its Convention No. 138 and Convention No. 192.

## **12. Drug-Free Workplace**



- 12.1 The Vendor acknowledges and agrees to adhere to a drug-free workplace policy that meets the requirements of a drug-free workplace, and the Vendor is required to comply with such policy strictly.
- 12.2 In line with the drug-free policy of the CDRI, the Vendor confirms that all of its employees, directors, and/or any person who will engage with the CDRI, to the best of its knowledge, have never been convicted of a narcotics offense or have been engaged in drug trafficking and/or have any pending proceedings in this regard. The Vendor itself and on behalf of its employees hereby declare that it and, to the best of its knowledge, its employees are not involved in any such activity.

### **13. Adherence to CDRI Policies**

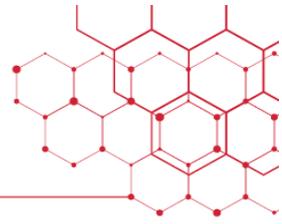
The Vendor is aware and agrees to abide by the CDRI policies, as may be promulgated from time to time. Any breach of the same shall be actionable as per the appropriate procedure. Additionally, the Vendor is aware that CDRI has a zero tolerance towards the acts of sexual exploitation, discrimination, abuse, and harassment; and the acts of fraud, bribery and corruption.

### **14. Return of Records and Information:**

At the written request sent by CDRI or in the event of termination/expiry of this Contract or immediately after the Vendor no longer requires such materials to perform Vendor's obligations, the Vendor within Forty Eight (48) hours shall return to the CDRI and/or shall destroy all material including all records, memoranda, drawings, blueprints, manuals, letters, notes, notebooks, reports, computer discs, laptops and other electronic and/or gadgets, materials containing Information, documents confidential and proprietary in nature to the CDRI or otherwise, along with all copies thereof that Vendor may obtain or produce.

### **15. Indemnity**

- 15.1 The Vendor shall indemnify, hold and save harmless and defend at its own expense, CDRI , its directors, partners, officers, employees, representatives, and agents from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Vendor or Vendor's Personnel, in the performance of the Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of the patented inventions or devices, copyrighted material or other intellectual property by the Vendor or its Personnel. For the purpose of this Clause, reference to the CDRI shall also include the CDRI's clients and partners whose programmes are being implemented by the CDRI.
- 15.2 This Clause shall survive the termination or expiration of this Contract.
- 15.3 The Vendor shall be responsible for and deal with all claims brought against it by tis Personnel, including individual contractors and consultants.



## 16. Limitation of Liability

Notwithstanding anything to the contrary contained herein in this Contract, in no event, the maximum aggregate liability of both Parties shall exceed the amount payable to the Vendor for the performance of services under the Contract.

## 17. Assignment and Sub-license

The Vendor shall not assign, sub-license, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent CDRI.

## 18. Sub-Contracting

In the event the Vendor requires the services of sub-vendors, the Vendor shall obtain the prior written approval and clearance of the CDRI for all sub-vendors. The approval of the CDRI of a sub-vendor shall not relieve the Vendor of any of its obligations under this Contract. The terms of any sub-vendor-contract shall be subject to and conform with the provisions of this Contract.

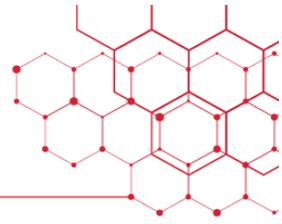
## 19. Force majeure

19.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement, to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, civil commotion, natural disasters, government restrictions, strikes, labor disputes, epidemics, pandemics, or significant disruptions in infrastructure, provided that the affected Party promptly notifies the other Party of such event and takes all reasonable steps to mitigate the effects of the Force Majeure event.

19.2 If a Party wishes to claim protection in respect of an Event of Force Majeure, it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, notify the other Party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavors to:

- i) overcome the effects of the Event of Force Majeure;
- ii) mitigate the effect of any delay occasioned by any Event of Force Majeure, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services, equipment and materials; and
- iii) ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable, provided that neither Party shall be obliged to settle any strike, lock out, work stoppage, labour dispute or such other industrial action by its employees.

19.3 If either Party has a reasonable apprehension that the Force Majeure Event is likely to continue for 30 days after the commencement of the Force Majeure Event, then, notwithstanding anything contained in this Contract, either Party will have the right to terminate the Contract.



## 20. Settlement of Disputes:

20.1 **Amicable Settlement:** The performance of this Contract is governed by the terms and conditions of this Contract. In case a dispute arises between the Parties regarding any matter under this Contract, either Party may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will review the Notice and respond to it in writing within thirty (30) days after its receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within sixty (60) days following the response of that Party, that matter shall be resolved through Arbitration.

20.2 **Arbitration:** In the case of a dispute arising upon or in relation to or in connection with this Contract between the Parties, which has not been settled amicably in accordance with Clause 20.1 above, either Party shall refer the dispute to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then obtaining. The seat of arbitration will be New Delhi, India. The Parties agree to be bound by the arbitration award rendered under this Clause as the final adjudication of the dispute.

20.3 Arbitration proceedings shall be held in New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

## 21. Privileges and Immunities

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of CDRI.

## 22. Amendment

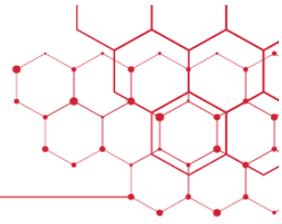
This contract may be amended by a mutual written agreement between the Parties.

## 23. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or enforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

## 24. Entire Contract

This Contract and the relevant SOW constitute the entire understanding of the Parties relating to the provision of services being provided by the Vendor to the CDRI and any prior or contemporaneous Contracts or understandings relating thereto are merged herein or superseded hereby. This Contract cannot be amended except with mutual consent of the Parties duly executed in writing.



**25. Notices**

All notices, requests, amendments, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed to the Parties at their respective addresses available in their records (or at such other address as shall be given in writing by either Party to the other) by electronic mails, registered post prepaid and acknowledgment requests.

**26. Waiver**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective from the date first written above.

By:

<p><b>Coalition for Disaster Resilient Infrastructure (CDRI)</b> Name: Designation:  Signature: (Authorized Signatory)</p>	<p><b>Vendor</b> Name: Designation:  Signature: (Authorized Signatory)</p>
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