

Date: 10 April 2026

## Request for Proposal

### **Hiring of an Agency for Supply of SAP (S/4HANA) Licenses and Provision of Comprehensive Annual Maintenance and Support (AMS) Services for SAP S/4HANA Finance and Controlling (FICO), Materials Management (MM) Modules and SAP Concur**

#### 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:

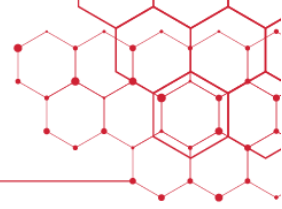
- Advocacy and Partnerships
- Research, Knowledge Management, and Capacity Building
- Program Support and Technical Assistance

#### 2. CDRI Charter

CDRI seeks to expand the development and retrofitting of resilient infrastructure systems to support sustainable development, universal access to basic services, and economic growth, while responding to increasing climate and disaster risks. Its mission is to support countries in upgrading existing and future infrastructure systems, in full alignment with the Sustainable Development Goals, the Paris Agreement and the Sendai Framework for Disaster Risk Reduction.

The governance of the Coalition comprises the Governing Council, the Executive Committee, and the Secretariat. The Governing Council is the highest policy-making body and comprises all members of the Coalition, including national governments, multilateral organizations, and other stakeholders. The Governing Council shall be co-chaired by representatives of two national governments, with India being the permanent co-chair of the Governing Council.

The Executive Committee serves as the managerial body responsible for overseeing implementation of the Governing Council's decisions, providing operational guidance to the Secretariat, approving major projects and grants, supervising work planning, and commissioning audits and outcome evaluations. The Secretariat implements the work programme, supports the governance bodies, and delivers CDRI's technical assistance, research, advocacy, and partnership functions in accordance with the Charter.



CDRI pursues its mission through three core programmes. **Technical Support and Capacity Development** anchors multi-country project development, institutional innovation, and capacity enhancement, including the development of standards, certification mechanisms, and the deployment of technical expertise to strengthen risk governance and financing of resilient infrastructure. **Research and Knowledge Management** promotes collaborative research, global publications, and shared data systems to enable improved practices in resilient infrastructure development. **Advocacy and Partnerships** strengthen networks among knowledge and implementation partners, ensure dissemination of CDRI outputs, promote alignment with other global initiatives, and convene strategic dialogues and workshops.

### 3. Strategic Work Plan 2023-26 (SWP)

Following the completion of the CDRI's Work Plan 2020-2022, CDRI conducted a thorough multi-stakeholder review to gather lessons from the implementation of the previous work plan and to shape a vision in response to emerging issues related to infrastructure resilience. The SWP 2023-2026 was approved in March 2023.

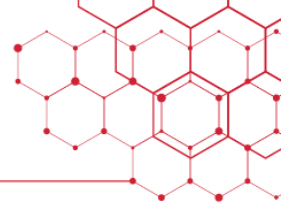
CDRI's Strategic Work Plan 2023-26 describes the broad contours of its priority actions and planned initiatives in the coming years. Initiatives include work across Transport, Telecom, Power, Health, and Urban Development, whilst ensuring technical standards and capacity development. In the next two years, the Coalition will continue to leverage the expertise of its Member Countries and partners to develop context-specific, innovative solutions for resilient infrastructure towards the achievement of national priorities and global commitments of its members.

Within the Strategic Work Plan for 2023 – 2026, CDRI has set out three strategic outcomes:

- **Strategic Outcome 1:** A strong Coalition that has the membership, resources, and global leadership to drive global, national, regional, and local DRI action.
- **Strategic Outcome 2:** Global DRI research, Coalition-led peer engagement, and CDRI-curated and generated knowledge promote risk-informed policy and practice.
- **Strategic Outcome 3:** Enhanced capacities of government, private enterprises, and communities to implement post-disaster recovery and DRI action at scale.

Additionally, the SWP also provides a framework for the Coalition members and partners to collaborate, cooperate, and advocate for meeting global goals and targets related to DRI. It also illustrates how the Coalition's interventions align to produce results or outcomes that support the achievement of the intended impact.

The Strategic Outcomes (SOs) embedded in the SWP are interdependent and mutually reinforcing. Each SO includes a set of intermediate outcomes envisioned as building blocks for achieving the higher-order strategic outcome or result.



#### **4. CDRI Headquarters (Secretariat):**

The CDRI Headquarters was established in New Delhi, India, to act as the Secretariat of the Coalition. The Secretariat functions under the direction of the International Governing Council (GC) and Executive Committee (EC) to implement the programmes & initiatives of CDRI.

#### **5. Background & Challenges:**

CDRI Secretariat successfully implemented the SAP ERP system in April 2025, marking a significant milestone in strengthening the organization's digital, financial, and operational management framework. The implementation of the SAP FICO and MM modules has enabled CDRI to establish a structured and integrated platform for managing its financial operations, procurement processes, and internal controls in a more transparent and efficient manner. In addition, CDRI is currently in the process of implementing Concur to further streamline travel and expense management and enhance integration with the SAP ecosystem. The ERP system has laid the foundation for standardized workflows, improved financial governance, and enhanced visibility across key administrative and operational functions.

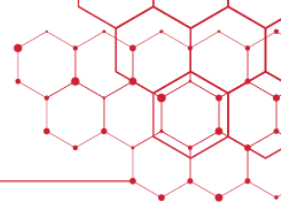
As CDRI continues to grow as an international organization, the expanding scale and complexity of its operations require a more robust, integrated, and efficient SAP ERP environment. There is a strategic need to further strengthen the existing SAP landscape to enhance operational efficiency, improve data accuracy, streamline workflows, and ensure effective utilization and optimization of SAP ERP features and resources.

Enhancing the SAP ecosystem will enable CDRI to transition toward a proactive, well-governed, and performance-driven ERP framework. This approach will promote stronger process controls, improved system reliability, better analytical insights for decision-making, and long-term sustainability of the SAP platform aligned with organizational growth objectives.

#### **6. Proposed solutions/ Objectives of the Assignment:**

CDRI intends to engage an agency to provide comprehensive Annual Maintenance and Support (AMS) services for the SAP S/4HANA FICO, MM modules and SAP Concur. The objective is to ensure enhanced efficiency, accuracy, integration, transparency, and scalability across all SAP-driven financial and material management processes.

The AMS engagement will support CDRI in minimizing manual intervention and eliminating fragmented workflows by ensuring stable system performance, real-time data processing, streamlined workflows, and centralized information management. The agency will be responsible for addressing time data processing, streamlined workflows, and centralized information management. The agency will be responsible for addressing day-to-day technical issues, ensuring smooth financial postings, procurement cycle execution, and timely resolution of system incidents and service requests.



Through continuous monitoring, optimization, and functional support, the engagement aims to improve reporting capabilities, strengthen internal controls, and enable data-driven decision-making aligned with CDRI's operational needs. This will ensure seamless SAP operations, improved user experience, and enhanced organizational efficiency.

The overall objective of the Annual Maintenance Service (AMS) engagement is to address existing gaps in SAP Finance and Controlling (FICO) and Materials Management (MM) processes; review and stabilize the currently configured system; recommend best practices and process optimizations post-implementation; and ensure effective utilization of the functionalities available within SAP S/4HANA.

The selected agency shall support CDRI in maintaining a robust, integrated, stable, and efficient Enterprise Resource Planning (ERP) environment, aligned with enterprise systems such as SAP S/4HANA and SAP Concur.

In view of the above, CDRI recognizes the need to strengthen and mature its currently live SAP environment into a more stable, optimized, and fully supported ERP ecosystem. The AMS engagement may be structured under a monthly retainer-based, ticket-based, and/or hourly support model, depending on operational and business requirements.

During the initial phase of the engagement, the selected agency shall be expected to stabilize the existing system, review current configurations, identify and address operational gaps, and recommend necessary corrective and optimization measures to ensure the smooth, efficient, and sustainable functioning of the ERP environment.

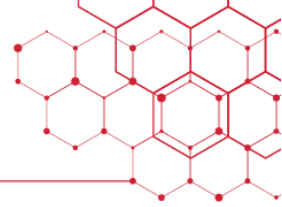
## **7. Scope of Work: Annual Maintenance Service (AMS) of SAP S/4HANA FICO, MM Modules & SAP Concur**

The scope of work for the Annual Maintenance Service (AMS) of the SAP ERP Modules (FICO & MM) & SAP Concur at CDRI includes continuous functional and technical support, system monitoring, process optimization, enhancements, workflow maintenance, and resolution of day-to-day operational issues including continuous improvement through iterative refinements within the existing solution. The agency will ensure the system stability, accuracy of financial and procurement operations, and seamless integration across modules.

### **A. License Procurement:**

The agency shall procure, provision, and maintain all necessary SAP licenses for the proposed solution covering SAP Finance and Controlling (FICO) and SAP Materials Management (MM), Fund Management (FM) for the entire duration of the contract, with support for a **minimum of 100 users**. The scope shall also include all associated user licenses, database licenses, application components, and supporting infrastructure, as required for the effective deployment, operation, and support of the solution.

### **B. AMS Scope - AMS**



The agency shall provide end-to-end functional and technical support for the SAP MM Procurement Module to ensure smooth, uninterrupted procurement operations. The support shall include corrective maintenance, preventive maintenance, enhancements, workflow stabilization, and continuous user assistance in relation to the following areas.

**i. Requisition Creation Support**

- Maintain and support user interfaces for requisition creation.
- Ensure accurate data capture for item descriptions, quantities, specifications, and delivery dates.
- Conduct validation checks to prevent incorrect requisition entries.
- Resolve user issues related to PR creation, release strategy, and field controls.

**ii. Vendor Management Support**

- Maintain the vendor master, including contact details, tax data, bank details, and contract information.
- Support vendor onboarding, qualification, and compliance checks.
- Resolve vendor master data errors and synchronization issues.

**iii. Purchase Order (PO) Management**

- Ensure smooth PO generation based on approved requisitions.
- Maintain PO templates, pricing conditions, delivery terms, and terms of reference attachments.
- Support PO release strategies, amendments, cancellations, and re-issuances.
- Monitor and troubleshoot integration issues between Purchase Requisition (PR) → Purchase Order (PO) → Goods Receipt Note (GRN)/ Service Entry Sheet (SES) → Invoice.

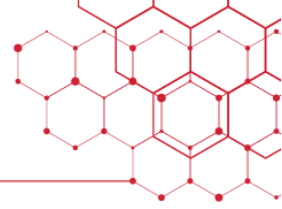
**iv. Procurement Tracking & Monitoring**

- Maintain real-time dashboards for procurement status.
- Ensure proper visibility of PR, PO, delivery status, pending actions, and payment progress.
- Configure and maintain alerts for delays, pending approvals, and contract expiry reminders.
- Troubleshoot data inconsistencies in procurement tracking.

**v. Document Management Support**

- Ensure storage and accessibility of procurement documents (contracts, agreements, invoices).
- Maintain version control and access permissions.
- Resolve user issues related to document retrieval, upload failures, or linkage errors.

**vi. Goods Received & Inventory Management**



- Support GRN posting, reversals, and corrections.
- Maintain stock overview, stock reconciliation, and valuation data.
- Support inventory cycles such as stock taking, replenishment alerts, and valuation updates.
- Ensure integration of GRN with financial postings.
- Maintain Fixed Asset Register (FAR) generation from inventory.

#### **vii. Reporting & Analytics Support**

- Maintain existing procurement reports and dashboards.
- Enhance or modify reports as requested by business users.
- Ensure data accuracy for spend analysis, vendor performance, and delivery performance.
- Provide support for data exports and integration with analytical tools.

#### **viii. Integration with Financial Systems**

- Ensure seamless integration between MM and FICO modules.
- Maintain automatic financial postings during PR, PO, GRN, SES, and invoice stages.
- Ensure automated vendor payment notifications function accurately.
- Troubleshoot accounting entry mismatches or posting errors.

### **C. Finance Module - AMS Scope**

The AMS Agency will provide continuous support for the SAP FICO module to ensure accuracy, efficiency, and compliance in all financial operations.

#### **i. Budgeting Support**

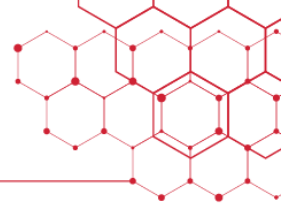
- Maintain budgeting structures for projects, departments, and cost centres.
- Ensure budget allocation, tracking, and Realtime monitoring functionality.
- Troubleshoot issues in budget availability control or budget uploads.
- Configure and support multi-donor & multi-year mapping to ensure accurate allocation and tracking of funds from multiple funding sources.

#### **ii. Expense Tracking**

- Support expense entry, validation rules, and workflow approvals.
- Ensure proper mapping of expense categories, projects, and cost centres.
- Resolve issues related to expense postings, reversals, or reclassifications.

#### **iii. Invoicing & Accounts Payable**

- Ensure smooth processing of vendor invoices, including a 3-way match.
- Maintain invoice templates and tax configurations.
- Support Accounts Payable (AP) ageing reports, vendor payment runs, and



reconciliation.

- Troubleshoot invoice posting errors and PO-related mismatches.

#### **iv. Financial Reporting**

- Maintain financial reporting tools for balance sheets, P&L, cash flow, and fund utilization.
- Ensure real-time updates and reliable reporting datasets.
- Develop or enhance reports based on CDRI needs.

#### **v. Integration Support**

- Maintain seamless integration across Procurement, Travel, and Finance modules.
- Ensure errorfree automatic postings from procurement, travel, and settlement modules.
- Resolve interface errors and data duplication issues.

#### **vi. Financial Compliance**

- Maintain compliance with international accounting standards and tax regulations.
- Ensure tax rules, audit trails, and approval hierarchies remain accurate.
- Support internal and external audits with required system extracts.

#### **vii. Multi-currency & inter-company**

- Support multicurrency transactions and exchange rate updates.
- Maintain inter-company postings if applicable.
- Provide consolidated financial reports.

#### **viii. Bank Integration**

- Support bank reconciliation automation and payment file generation.
- Maintain secure connections with banking systems.
- Troubleshoot payment processing or reconciliation failures.

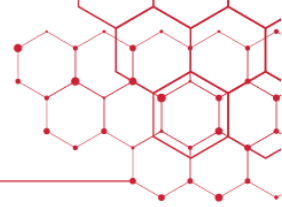
#### **ix. Financial Reports & Analysis**

- Support advanced financial reporting, including expenditures and fund utilization.
- Maintain visualization tools and export features.
- Provide remediation for report inaccuracies or data misalignment.

### **D. Approval Module - AMS Scope**

The AMS Agency will ensure all approval workflows across Procurement, Finance, Travel, and Payments operate smoothly.

#### **Workflow & Approval Support**

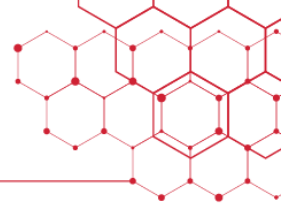


- Maintain approval workflows for PR, PO, SES, invoices, travel advances, settlements, and payments.
- Ensure automated notifications and escalation reminders function correctly.
- Support modifications in approval hierarchies as per organizational updates.
- Maintain centralized approval dashboards and tracking visibility.
- Resolve workflow failures, delays, or stuck document issues.
- Ensure integration of workflow approvals with FICO and MM posting processes.
- Manage and support the maintenance of mobile applications related to workflow approvals, ensuring accessibility and performance. Maintenance of Mobile App.

## **8. Additional Requirement**

In addition to the above scope, the following are the essential requirements for the Annual Maintenance Service (AMS) for SAP S/4HANA FICO, MM & SAP Concur and associated ERP modules:

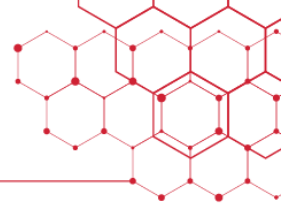
- The agency must support and maintain a comprehensive role-based access and content management framework, enabling administrators to create, modify-, and control user roles, authorizations, data access levels, and security policies across all SAP modules.
- The SAP environment must remain vertically and horizontally scalable, ensuring the system can handle increased data volumes, transactions, users, and integrations without requiring major redesign.
- All supported modules must be compatible with standard and widely used browsers (Chrome, Edge, Firefox, Opera, etc.) to ensure uninterrupted access for users and administrators.
- System performance must remain stable even in low bandwidth or poor connectivity conditions, with responsive access on -industry standard- devices, including desktops, laptops, tablets, and mobile platforms (Android/iOS/Windows).
- The agency must ensure reliable alert and notification services, including email, SMS, in-system- alerts, workflow reminders, and escalation notifications for pending or critical approvals.
- All AMS activities must enforce strong security controls, including encryption, role-based access, intrusion prevention, secure protocols (HTTPS), and protection against hacking, system defacement, or unauthorized data access.
- The system must support workflow-based approval mechanisms with proper version control, audit trails, and archival, ensuring transparency, traceability, and compliance across procurement, finance, travel, and other operational processes, with the capability to extend to Human Resources (HR), Project Management, and additional functional areas in the future, as required.



- The agency must additionally support the integration, stabilization, and maintenance of future SAP modules, including but not limited to:
  - **SAP Fund Management (FM)**
  - **SAP SuccessFactors (HCM suite)**
  - **SAP Ariba (Procurement & Supplier Collaboration)**
  - **Any other SAP or Non-SAP- modules adopted by CDRI in the future.**
- The agency should demonstrate the capability to provide value-driven AMS services, not limited to reactive ticket-based support.
- The agency shall support continuous improvement requirements as and when identified by CDRI, including configuration updates, workflow adjustments, and related testing support.
- The agency must have experience in business process consulting, Business Process Improvements, Audit, etc beyond SAP practice.
- The agency should have experience in SAP system review projects, along with KPI-based performance monitoring and continuous improvement initiatives.
- The agency shall support system updates and upgrades, including necessary checks/testing and post-update stabilization to ensure continuity of business operations.
- The AMS service provider shall ensure continuity of support through appropriate documentation and knowledge of transfer to CDRI's designated stakeholders as required.

## **9. Data Confidentiality and Security**

- The agency will implement appropriate security measures to protect the CDRI data from unauthorized access, loss, or alteration. This includes but is not limited to encryption, access controls, firewalls, intrusion detection systems, and regular security audits.
- The agency should comply with all applicable data protection laws and regulations as required by the nature of CDRI's data.
- The agency will maintain strict confidentiality regarding any information accessed during the provision of services. It will not disclose or use the data for any purpose other than providing the agreed-upon services.
- Kindly ensure the enablement and configuration of all functionalities available under the procured SAP ERP licenses, including Joule Agent, embedded analytics, workflow automation, SAP Fiori apps, role-based authorizations, reporting and dashboard



capabilities, system integrations, and other intelligent automation and extensibility features.”

**10. Data Breach Response:**

- In the event of a data breach, the agency will promptly notify the CDRI and provide necessary cooperation in investigating the breach.
- The agency will implement appropriate remedial actions to mitigate the impact of data breach and prevent future occurrences.

**11. Data Ownership:**

- CDRI retains ownership of all data stored or processed on the cloud server infrastructure provided by the service provider.
- The agency acknowledges that it has no ownership rights or claims over the CDRI's data.

**12. Liability and Indemnification:**

- The agency shall be liable for any data confidentiality and security breaches caused by its negligence or intentional misconduct.
- The agency shall indemnify and hold CDRI harmless from any financial or reputational damages arising from data breaches or unauthorized disclosure caused by the service provider's actions or omissions.

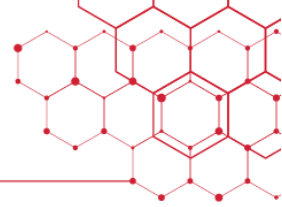
**13. Pre-Qualification Criteria (PQC):** Agencies that do not meet the following Pre-Qualification Criteria (PQC) shall be treated as non-responsive and shall not be considered for further technical evaluation.

- a. **SAP Authorization / Partnership Status:** The agency must be an authorized SAP Partner and should hold a valid SAP PartnerEdge status (such as Gold/Platinum) as of the date of bid submission. The bidder should have maintained the partner status for a minimum period of three (3) years preceding the date of bid submission.

**Supporting Documents to be submitted:** Valid SAP Partner Certificate/SAP PartnerEdge Authorization/SAP-issued Partnership Document, documentary evidence showing valid partner status for the last three (3) years.

- b. **Relevant SAP Experience:** The agency should have relevant experience in SAP Finance and Controlling (FICO) and SAP Materials Management (MM) for a minimum period of three (3) years and should have successfully deliver at least five (5) projects involving these modules.

**Supporting Documents to be submitted:** Work Orders/Contracts/Purchase Orders,



Completion Certificates/Go-Live Certificates/Client Certificates, Project Citation/Project Summary indicating scope, modules, duration, and client details, and Client References, if available.

- c. **Financial Capacity:** The agency must demonstrate adequate financial capacity and should have an average annual turnover of at least **INR 3 Crore** (or equivalent USD value) during the last three (3) financial years, duly supported by audited financial statements/audited balance sheets/CA-certified financial documents, as applicable.

**14. Technical Eligibility:** The technical eligibility criteria are outlined in **Section 18 (Technical Evaluation) of this RFP.**

**15. Duration:** The contract shall be awarded for an initial period of one (1) year, with a provision for extension for an additional period of up to two (2) years, based on satisfactory performance, continued business requirements, and mutually agreed terms and conditions.

**16. Evaluation Methodology:** The agency will be selected following a **Quality and Cost Basis (QCBS)** of selection. The procurement shall be conducted under a **Two-Stage Two-Envelope bidding process**. *The objective is to evaluate technical proposals independently prior to opening financial bids, without permitting revision of technical proposals in the second stage.*

a) **Stage 1: Technical Proposal (Open PDF file)** catering to, but not limited to, the following:

I) **Signed and Stamped Appendix I:** Acceptance of Terms & Conditions (On Bidders' Letterhead)

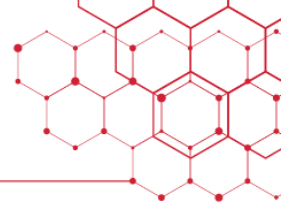
II) **Agency Profile and Organizational Credentials:**

Brief profile of the agency, including years of operation, core areas of expertise, and service offerings.

III) The agency shall also submit supporting statutory and legal documents, including but not limited to:

- a. Certificate of Registration / Incorporation
- b. Permanent Account Number (PAN)
- c. GSTIN
- d. Cancelled Cheque
- e. Any other applicable statutory registrations/compliance documents
- f. Overview of organizational capabilities and global/regional presence.

**IV)** The bidder/agency shall furnish all relevant supporting documents, including but not limited to **certifications, work orders, contract agreements, and resumes, as**



**applicable**, in accordance with the requirements outlined in **Section 18: Technical Evaluation of this RFP**. Clarifications may be sought; however, **no material modification of the proposal shall be permitted**.

V) **No Financial Information** (including indicative costs, pricing, or budget references) shall be included. Any inclusion of financial details shall result in **rejection of the proposal**.

b) **Stage 2: Submission of Financial Proposal**

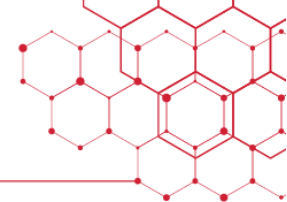
- I) In Stage 2, the **Financial Proposal** shall be submitted ***only by technically qualified bidders***.
- II) The Financial Proposal shall be submitted in a separate sealed envelope, clearly marked as: "Financial Proposal - Stage 2".
- III) The Financial Proposal shall include a detailed and comprehensive cost estimate, quoted as an all-inclusive lump-sum price, or item-wise cost as indicated by CDRI.
- IV) 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.

**17. Clarifications by Bidders:**

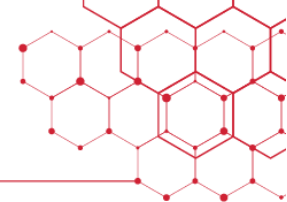
- Bidders requiring any clarification on the RFP document may contact the Procurement Unit of CDRI in writing as per the format attached at '**Annexure-I**' by email to [tender.projects@cdri.world](mailto:tender.projects@cdri.world)
- CDRI shall endeavour to respond to the queries raised or clarifications 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.

**18. Technical Evaluation:**

Proposals shall be evaluated as follows: Evaluation Criteria for Technical Bids 100 points:



S. N.	Criteria	Max points	Points	Rating Multiplier	Final Score
<b>1.</b>	<b>Consultancy Firm's specific experience</b>	<b>55 points</b>		<b>Not applicable</b>	
1.1	Number of completed and/or ongoing ( $\geq 50\%$ complete) SAP implementation projects of a similar nature/ AMS projects in the last five (5) years, covering FICO, MM, SAP UI5/Fiori, and ABAP. <b>Minimum Project Value</b> = INR 20,00,000 (or equivalent USD Value) <b>Scoring</b> = 3 marks per project	15 Marks			
1.2	Experience in delivering similar services to international agencies, multilateral banks, think tanks, knowledge institutions, and large multinational organizations, covering relevant FICO, MM, SAP UI5/Fiori, and ABAP. <b>Minimum Project Value:</b> INR 20,00,000 (or equivalent USD Value) <b>Scoring:</b> 2 marks per project	10 Marks			
1.3	SAP S/4HANA Public Cloud Implementation Partner Type SAP Authorized): <b>Scoring:</b> Gold Partner: 10 marks; Platinum Partner: 15 marks	15 Marks			
1.4	Capability Maturity Model Integration (CMMI) Level (100% marks for level 3 and above)	5 Marks			
1.5	Experience in the implementation of fund management systems, including management of donor-funded programs, fund mapping and earmarking, and administration of restricted and unrestricted funds	5 Marks			
1.6	Experience in the implementation of SAP Concur	5 Marks			
	<i>*(Onus of providing proof of &gt;50% completion lies with the consultant. Decision of Committee shall be final.)</i>				
<b>2.</b>	<b>Qualifications and relevant experience of Key Staff</b>	<b>20 points</b>		<b>Not applicable</b>	
1.	<b>Project Manager</b> Relevant Experience in SAP ERP implementation / AMS projects: <b>Minimum 3 years:</b> 5 Marks <b>5 years and above:</b> 10 Marks	10 Marks			
2.	<b>FICO &amp; MM Consultant</b> Relevant Experience in SAP Finance and Controlling (FICO) and Materials Management (MM): <b>Minimum 3 years:</b> 5 Marks <b>5 years and above:</b> 10 Marks	10 Marks			
<b>3.</b>	<b>Methodology</b>	<b>25 points</b>			
3.1	The bidder/agency shall provide a clear approach for managing the live system, including: (i) transition and	25 Marks			



handover from the existing vendor; (ii) system stabilization post-transition; (iii) support and maintenance model (ticket-based and/or hourly/monthly) with defined SLAs; (iv) issue and query resolution mechanism; (v) escalation matrix; (vi) MIS dashboards with sample outputs; (vii) change management process; and (viii) risk mitigation along with documentation.				
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Rating Multiplier	
Level of Responsiveness	Rating
Non-Responsive	0%
Poor	25%
Satisfactory	50%
Good	75%
Very Good	90%
Excellent	100%

- i. The agency scoring more than 70% in the technical evaluation shall be considered for financial evaluation (**Stage 2**). 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.

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

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

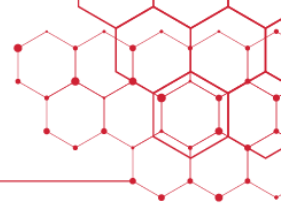
The formula for final evaluation:

**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.

## 19. Terms of payment

The total contract value shall be disbursed in equal monthly instalments over the duration of the contract. Each payment shall be subject to satisfactory performance and submission of monthly reports, duly reviewed and approved by CDRI. In case of non-performance, delays, or deficiencies in services, CDRI reserves the right to withhold or adjust payments proportionately.

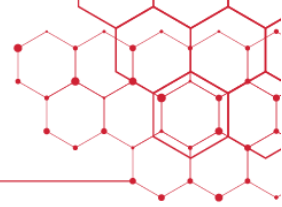


## 20. Other Terms & Conditions

- 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 proposal through email to [tender.projects@cdri.world](mailto:tender.projects@cdri.world) by 23:59 hrs (IST) on 27 April 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

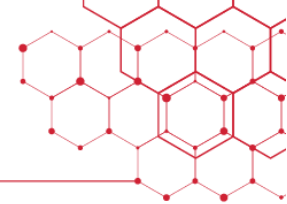
Sub: Acceptance of Terms & Conditions

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)  
3rd & 4th Floor, IIPA Bhawan, Indian Institute of Public Administration (IIPA),  
Indraprastha Estate, Mahatma Gandhi Road,  
New Delhi-110002, India

**Sub:** Hiring of an agency to provide comprehensive Annual Maintenance and Support (AMS) services for the SAP S/4HANA Financial Accounting and Controlling (FICO), Material Management (MM) modules & SAP Concur

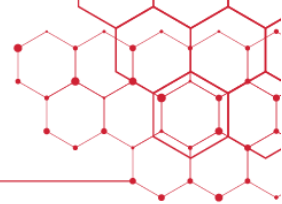
Dear Ma'am/Sir,

The following are the clarifications and comments from 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 3rd & 4th 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.

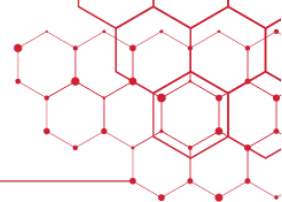
Now, therefore, in consideration of the mutual promises, covenants, and conditions contained herein, and intending to be legally bound hereby, the CDRI and the Vendor agree as follows:

#### 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 **xxxxxxx 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:**

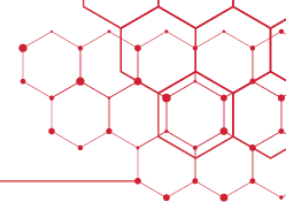
3.1 **Fee:** The vendor shall be compensated with a total amount of **xxxxxxx** for delivering services in accordance with the Scope of Work (SOW) detailed in **Annexure 1**. This payment aligns with the vendor's Technical and Financial Proposals, attached as **Annexures 2 and 3**, respectively.

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			
4			

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**  
**Email ID: [invoice@cdri.world](mailto:invoice@cdri.world)**  
**UIN: 0725IND00002UNV**

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.

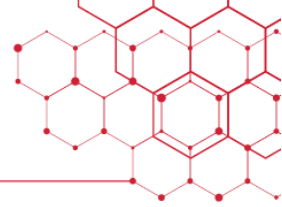
**4. Confidentiality:**

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:**

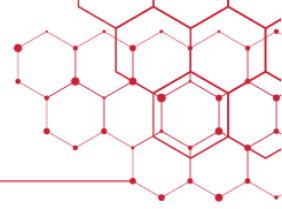
The Vendor undertakes to not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with CDRI, nor shall the Vendor in any manner whatsoever use the name, emblem or official seal of CDRI, or any abbreviation of the name of Coalition 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.

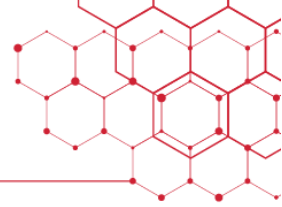
9.3 Vendor acknowledges and agrees that as an independent contractor, the Vendor is not entitled to and will not make any claim to the CDRI or to the CDRI's clients or business partners for any employment-related benefits for the employees of the Vendor.

## **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 its Personnel, including individual contractors and consultants.

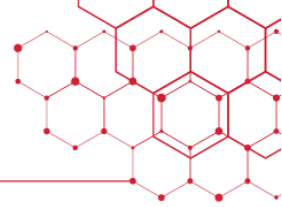
## **16. Limitation of Liability**

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.

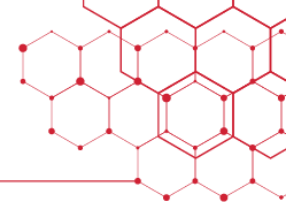
20.2 **Arbitration:** In the case of a dispute arising upon or in relation to or in connection with this Contract between the Parties, which has not been settled amicably in accordance with Clause 20.1 above, either Party shall refer the dispute to arbitration in accordance with the United Nations Commission 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 the date written first 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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