

Date: 26 September 2025

REQUEST FOR QUOTATION (RFQ)

Supply, Installation, Testing, Commissioning (SITC), and Comprehensive Annual Maintenance (CAMC) of Audio-Video Systems at CDRI's New Office in IIPA, New Delhi (including a minimum three-year warranty on all equipment along with three years of Comprehensive Annual Maintenance)

1. Background

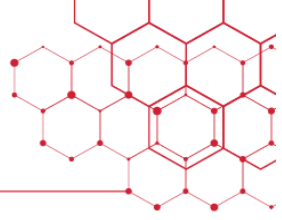
The Coalition for Disaster Resilient Infrastructure (CDRI), an International Organization, recognized *vide* Gazette Notification F. No. D-II/451/16(3)/2021 by the Government of India, is a multi-stakeholder global partnership of national governments, UN agencies and programmes, multilateral development 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. Objective(s)

CDRI intends to equip its new corporate office at IIPA, New Delhi, with **Audio-Video (AV) systems** across multiple conference/meeting rooms facilities. The objective of this tender is to **supply, installation, testing, commissioning (SITC), along with comprehensive annual maintenance (CAMC)** of audio-video systems, ensuring seamless, secure, and high-quality communication facilities. For the purpose of this document, all conference/meeting rooms, as well as any other spaces where TV screens are to be installed, shall hereinafter be collectively referred to as '**meeting rooms**'

The new office design and details of meeting rooms, along with designated spaces, are provided in **Annexure-I**. The specifications of CDRI's existing equipment (to be installed in 8-pax room) are attached as **Annexure-II**. The detailed specifications of equipment, along with the number of rooms and designated spaces such as the Formal Lounge, Reception Area, DG Spaces, etc., are provided in **Annexure-IV**.



The selected agency shall provide a minimum **warranty of three (3) years** on all AV equipment, along with comprehensive maintenance of all installed AV systems **for a period of three (3) years** from the date of successful installation, as verified and accepted by CDRI.

3. Scope of Work

I. Purpose

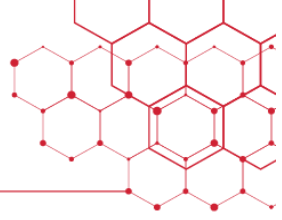
The purpose of this work is to install advanced AV systems in the meeting rooms, lounges, reception area, and other designated spaces of CDRI's new corporate office (currently under interior works at IIPA Bhawan, New Delhi). The objective is to provide seamless, high-quality audio-visual facilities to support meetings, seminars, and presentations.

II. Supply and Installation:

- Supply, installation, testing, and commissioning of AV solutions in compliance with the specifications provided in [Annexure-IV](#) and [Annexure-II](#). This includes all required hardware, software, firmware, licenses, programming, accessories, and documentation/manuals. The equipment listed in [Annexure-II](#) is already available with CDRI and is to be installed in the 8-PAX meeting room.
- The agency should provide post-installation support, such as follow-up training, consultation, or troubleshooting, to ensure that the organization can fully utilize the audio-video equipment.

III. Compatibility & Scalability:

- The agency should ensure that the AV systems are compatible with the organization's existing IT infrastructure, including network connectivity, software, and security protocols. The agency should ensure that these systems are secure and protect the organization's confidential information, such as by providing encryption, secure login protocols, or other security features. In terms of network security, CDRI has a Sophos firewall, i.e., XGS2100, along with the centralized antivirus.
- The agency shall ensure that the audio-video equipment is interoperable with other equipment and is compatible with third-party software and/or devices from other manufacturers.



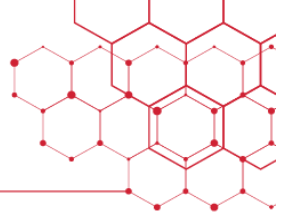
- The agency should ensure that the provided AV systems are scalable and can be expanded as the organization grows or its needs change, such as by adding more cameras, microphones, or displays.
- The agency should ensure that the integration of AV equipment is in line with CDRI's meeting rooms infrastructure.
- The supplied AV equipment must match the aesthetics of the meeting rooms. Any damage to interiors/ambience caused during installation must be restored at the agency's cost.

IV. Remote Management:

- The agency should ensure that AV Systems set up in meeting rooms must support remote management, enabling the CDRI IT team to monitor, configure, and troubleshoot equipment remotely.
- The agency shall ensure that the AV solution provides IP-based access or an alternative technology, allowing content to be projected on the proposed TVs/screens at different locations to be centralized from a single system.

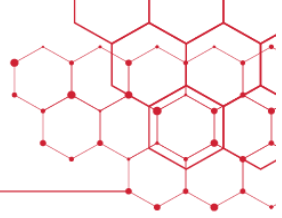
V. Maintenance:

- The agency shall be responsible for the comprehensive maintenance of the AV equipment, which shall include routine inspection, periodic servicing, timely replacement or repair of all defective parts and components and ensuring the continuous proper functioning of the meeting rooms. The agency shall also maintain performance logs, provide preventive maintenance, and ensure minimal downtime during operations.
- Preventive Maintenance:
 - i. Inspection of AV equipment fortnightly to ensure the smooth functioning of meeting rooms.
 - ii. Preventive servicing and health checks.
 - iii. Reports to be shared with the CDRI IT team after every visit.
- Breakdown maintenance:
 - i. Whenever a fault in the AV systems is reported by mail/phone call, the engineer of the agency will report within 06 hours of receipt of a complaint, and the system will be made operational within 24 hours of inspection of the fault.



- Backup Equipment
 - i. If any equipment from meeting rooms with a seating capacity of 8 or more needs to be taken out of the office premises for repair or replacement, a fully functional standby unit of equal or higher configuration shall be provided during the period.
 - ii. The agency should provide a clear response time for repairing or replacing faulty equipment or parts and ensure that the response time is within a reasonable timeframe.
- Spare Part Replacement:
 - i. If any spare part not covered under the scope of the contract is required, the agency shall submit a rate analysis for the cost of the new spare for discussion and prior approval by CDRI. The cost of such spare parts shall be paid only after obtaining CDRI's prior approval and the successful repair, installation, and commissioning of the equipment. For any replacement, the agency shall provide original, genuine parts/components of the same make or of higher configuration.
 - ii. Any items beyond the scope of warranty or maintenance, i.e., consumable items like power adapters, batteries, etc., will be provided/replaced on an actual cost basis after obtaining approval from CDRI.
 - iii. Availability of Replacement Parts: The agency should ensure that replacement parts for the audio-video equipment are readily available and can be quickly sourced, such as by maintaining an inventory of commonly needed parts.
 - iv. The agency shall bear all the expenses towards taxes, freight, customs duty, etc., for providing the required spare/part during the contract period.
- If any hardware/software or components & peripherals (e.g., HDMI, connecting wires, or any additional equipment for a particular meeting) which is not under warranty or maintenance are required, then they may be provided by the agency on a chargeable basis.
- The agency should monitor the audio-video equipment regularly to detect any potential issues or faults and provide regular reporting on the status of the equipment and any repairs or replacements carried out.

VI. Support:



- Support shall be given 24*7 with the provision of on-site support for all the equipment and includes the resolution of all equipment-related problems.
- The agency's engineer should visit one day before, plus on the day of any crucial meeting (a maximum of up to 3 in a month) that will be notified by CDRI and check the whole AV System installed in CDRI.

VII. Software/User Licenses (if any)

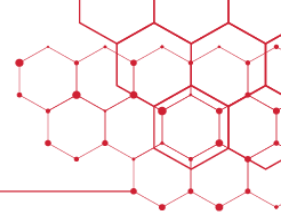
- The agency should keep track of licenses (if any) and inform CDRI at least two months before expiration. The license should be taken for a period of at least three years.

VIII. Training and Documentation:

- The agency shall provide complete technical documentation, including user manuals, system diagrams, SOPs, and maintenance guides.
- The agency shall conduct training sessions for staff on system usage and basic troubleshooting. A maximum of three (3) sessions per year shall be provided.
- The agency shall provide administrator/technical training for CDRI IT staff on system configuration and advanced troubleshooting, up to two (2) sessions per year.
- The agency shall adhere to best industry practices, OEM guidelines, and applicable electrical safety standards.

IX. Requirements for 60-Pax (Collapsible) Meeting Room: The 60-pax meeting room is designed with a collapsible partition, allowing it to function either as a single unit or as two independent 30-pax rooms. The requirements for this room are as follows:

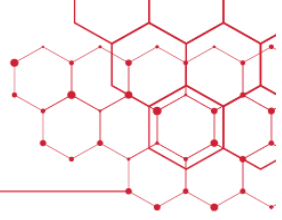
- The AV setup must include local sound reinforcement, ensuring that table and handheld microphones operate as a standalone sound system, even when no video conferencing call is in progress.
- The AV systems, whether used for a single 60-pax room or split into two 30-pax rooms, must be centrally controllable when in 60-pax mode, fully interoperable, and individually manageable, enabling seamless switching between the combined and divided room configurations.



- X. **Buy back:** The agency shall assess the feasibility of buyback of the existing AV equipment currently installed at CDRI's premises. The buyback value should be transparently quoted as part of the commercial bid. The list of buy-back equipment is placed as **Annexure-III**.
- XI. **Coordination with Civil Contractor:** CDRI has engaged a design-and-build contractor for interior works. The agency shall be responsible for coordinating with the civil contractor to ensure proper cable routing, installation, and seamless integration of the AV system, in compliance with project specifications and standards.
- XII. Procurement and installation of AV equipment may be carried out in a **phase-wise manner**, depending on project timelines, budget allocations, or organizational priorities, without affecting the overall integration.
- XIII. **Completion:** The complete work shall be done as directed by the CDRI nodal person in charge to the satisfaction of the site requirements.
- XIV. **Risks:** The agency shall bear all risks arising from global conditions, including tariffs, political or regulatory changes, and any other unforeseen circumstances, and shall take full responsibility for the timely installation of the AV equipment.

4. Clarifications by agencies:

- The interested agencies requiring any clarification on the RFQ document may contact the Procurement division of CDRI in writing, as per the format attached at 'Appendix II' by email to tender.projects@cdri.world
- CDRI shall endeavor 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 RFQ document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications 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 RFQ document.

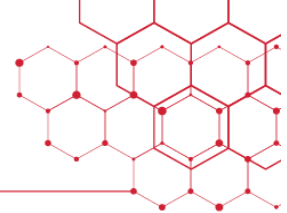


5. Prebid Meeting/Site Visit

- i. Before submitting the bid, the interested agency may request CDRI to visit the new office to fully satisfy and acquaint themselves with the site conditions, nature and location of the work, surface conditions, quality and quantity of materials required, the type of equipment and ancillaries needed before and during execution, as well as the general and local conditions that may affect the work or its cost. To facilitate this, CDRI will arrange an **in-person Prebid Meeting/Site Visit at IIPA Bhawan on 01 October 2025 from 02:30 p.m. to 5:00 p.m. (IST)**
- ii. The interested agencies may inform CDRI of their interest to participate by writing an email to tender.projects@cdri.world in advance of the pre-bid meeting.
- iii. Prior to the pre-bid meeting, the bidders may submit a list of queries and proposed suggestions in the Word format as per 'Appendix II', if any.
- iv. Interested agencies may note that CDRI will not entertain any deviations to the RFQ document at the time of submission of the Proposal or thereafter. The proposal to be submitted by the bidders will be unconditional and unqualified, and the bidders will be deemed to have accepted the terms and conditions of the RFQ document with all its contents. Any conditional proposal shall be regarded as non-responsive and liable for rejection.
- v. In case of any change in the schedule of the pre-bid meeting, the same will be communicated to bidders through email and/or by posting on the CDRI website <https://cdri.world/work-with-us/#tenders>
- vi. Attendance of the bidders at the pre-bid meeting is not mandatory. CDRI will endeavor to respond to all queries received from all bidders, irrespective of the attendance of the bidder in the pre-bid meeting.
- vii. No interpretation, revision, or other communication from CDRI regarding this solicitation is valid unless in writing. CDRI may choose to send to all bidders whose proposals are under consideration, in writing or by any standard electronic means such as e-mail or by uploading on the CDRI website, responses, including a description of the enquiry, but without identifying its source, to all the bidders.

6. Eligibility Criteria:

- I. The Agency must have a **minimum of five (5) years of experience** in the supply, installation, and maintenance of Audio-Video equipment.
- II. The Agency must have successfully executed at least five (5) projects of a similar nature in the last five (5) years, each with a contract value of not less than INR 50 lakhs.
- III. The Agency must have an **average annual turnover of at least INR 3 Crores** during the last three financial years.



- IV. The Agency must possess a valid **Original Equipment Manufacturer (OEM) Authorization Certificate (MAC)** for the supply and installation of the proposed equipment.
- V. The Agency must not have been blacklisted by any Government entity, International Organization, UN Agency, Multilateral Body, or any other recognized organization. An undertaking to this effect must be submitted with the proposal.

Important Notes:

- Documentary proof of compliance with all the above eligibility criteria must be submitted along with the proposal.
- For each project cited under eligibility, the Agency must attach supporting documents such as Work Orders, Letters of Appointment (LOA), Contracts/Agreements, or Completion Certificates issued by the respective authority.

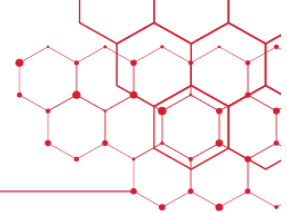
7. Terms and Conditions:

- The proposal must be valid through the effective date of the contract.
- Proposal must indicate any exceptions or deviations from the RFQ Terms of Reference (ToR).
- Any amendments to the terms of reference will be made in writing and agreed upon by both parties.
- Evaluation: CDRI will follow the **Single-Stage: Two-Envelope Bidding Procedure** to select the agency. Please note that CDRI is under no obligation to award this contract to the offeror offering the lowest rates. The contract is awarded to the bidder whose bid has been determined to be the **lowest evaluated substantially responsive bid**.
- CDRI, at its own discretion, can reach out to shortlisted agencies for Best and Final Offer (BAFO).

8. Timelines:

The tender process will follow the indicative timelines outlined below. The agency is expected to adhere to these timelines strictly unless revised by CDRI:

Particulars	Date/Period (Indicative)
RFQ Release	26.09.2025



Prebid Meeting/Site Visit	01.10.2025
Responses to Queries Published	03.10.2025
Bid Submission Deadline	10.10.2025
Finalisation and award of contract	16.10.2025
Delivery, installation & commissioning	25.11.2025

Note: *The above schedule is indicative and may be subject to change. While CDRI will endeavour to adhere to these dates, any revision (limited to justified circumstances) will be notified to all bidders with reasonable notice.*

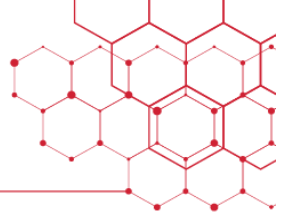
9. Submission of Proposal:

Please share proposals in two separate files:

a. Eligibility Documents (Open PDF File)

This envelope shall contain documents catering to, but not limited to, the following:

- I. Signed and stamped **Appendix I (Acceptance of Terms & Conditions)**
- II. Proof of the Agency's minimum five (5) years of experience in the supply, installation, and maintenance of Audio-Video equipment.
- III. Evidence of at least five (5) successfully executed projects of a similar nature within the last five years, each with a contract value of not less than INR 50 lakhs (e.g., work orders, LOAs, contracts, or completion certificates).
- IV. Proof of average annual turnover of at least INR 3 Crores during the last three financial years (CA-certified financial statements).
- V. A valid Original Equipment Manufacturer (OEM) Authorization Certificate (MAC) for the proposed equipment.
- VI. An undertaking confirming that the Agency has not been blacklisted by any Government entity, International Organization, UN Agency, Multilateral Body, or recognized institution.
- VII. Any other documentary proof demonstrating compliance with all eligibility criteria set out in this RFQ.



b. Financial Proposal (PASSWORD-PROTECTED PDF file)

This envelope shall contain:

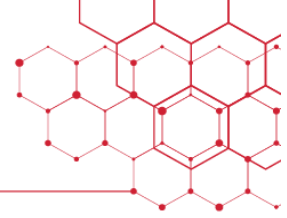
- The complete price bid, prepared strictly as per the Bill of Quantities ([Annexure-IV](#)), inclusive of all taxes and duties.
- A duly filled Summary Price Schedule (**as per BOQ**) showing the consolidated total.
- No technical, eligibility, or descriptive documents should be included in this envelope.

Annual Maintenance Cost (AMC)

- Bidders shall provide the Annual Maintenance Cost (AMC) for each year of the post-warranty Comprehensive AMC period.
- **The AMC shall be quoted as a fixed percentage (%) of the total awarded contract value (exclusive of taxes) for each year, in line with the structure indicated in the BOQ ([Annexure-IV](#)).**
- The percentage shall remain constant for each year of the AMC period, and no escalation will be permitted other than applicable taxes.
- The AMC percentage quoted will be applied to the final contract value to determine
- Failure to indicate AMC percentages in the BOQ will render the bid non-responsive.

Payment & Milestones

- Bidders shall submit a proposed payment and milestone schedule as part of their Financial Proposal.
- The schedule should clearly set out:
 - I. Milestones/activities (e.g., supply, delivery, installation, testing, commissioning, training, acceptance).
 - II. Percentage of contract value linked to each milestone.
 - III. Indicative timelines for achievement of each milestone.



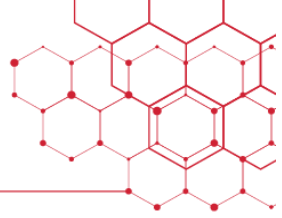
- The proposed schedule will form the basis of contract negotiations. CDRI, however, reserves the right to review, amend, or finalize the payment and milestone structure in line with its policies and operational requirements before contract signing.
- All payments shall be subject to satisfactory completion and acceptance of the respective milestones by CDRI.
- Payment of the Annual Maintenance Contract (AMC) shall be made on a yearly basis, in accordance with the AMC percentages quoted in the BOQ and subject to satisfactory performance.

Note: While bidders are required to submit itemised rates for each BOQ line, CDRI reserves the right to evaluate proposals and make the award on a lump-sum basis. The overall contract value will be treated as a single consolidated amount for award and payment purposes, notwithstanding the internal itemisation.

Interested bidders are requested to submit their **Technical Proposal (Open PDF file) and Financial Proposal (PASSWORD-PROTECTED PDF file)** through email to **tender.projects@cdri.world** by **23:59 hrs (IST) on 10 October 2025.**

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 RFQ submission deadline has passed.

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)
4th & 5th Floor, Shriram Bhartiya Kala Kendra
01, Copernicus Marg
New Delhi 110001

Sub: Acceptance of Terms & Conditions

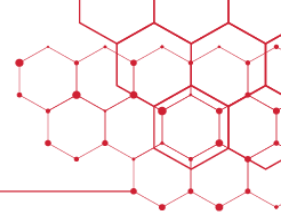
I/ We, the undersigned, offer to provide the above services/material/goods to CDRI. We are hereby submitting our bid as per the requirements of the RFP/ RFQ.

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)



Appendix II: Format of Pre-Proposal Queries (On Bidders' Letterhead)

To

Procurement Unit
Coalition for Disaster Resilient Infrastructure (CDRI)
4th & 5th Floor, Shriram Bhartiya Kala Kendra
01, Copernicus Marg
New Delhi 110001

Sub: Supply, Installation, Testing, Commissioning (SITC), and Comprehensive Annual Maintenance (CAMC) of Audio-Video Systems at CDRI's New Office in IIPA, New Delhi

Dear Sir,

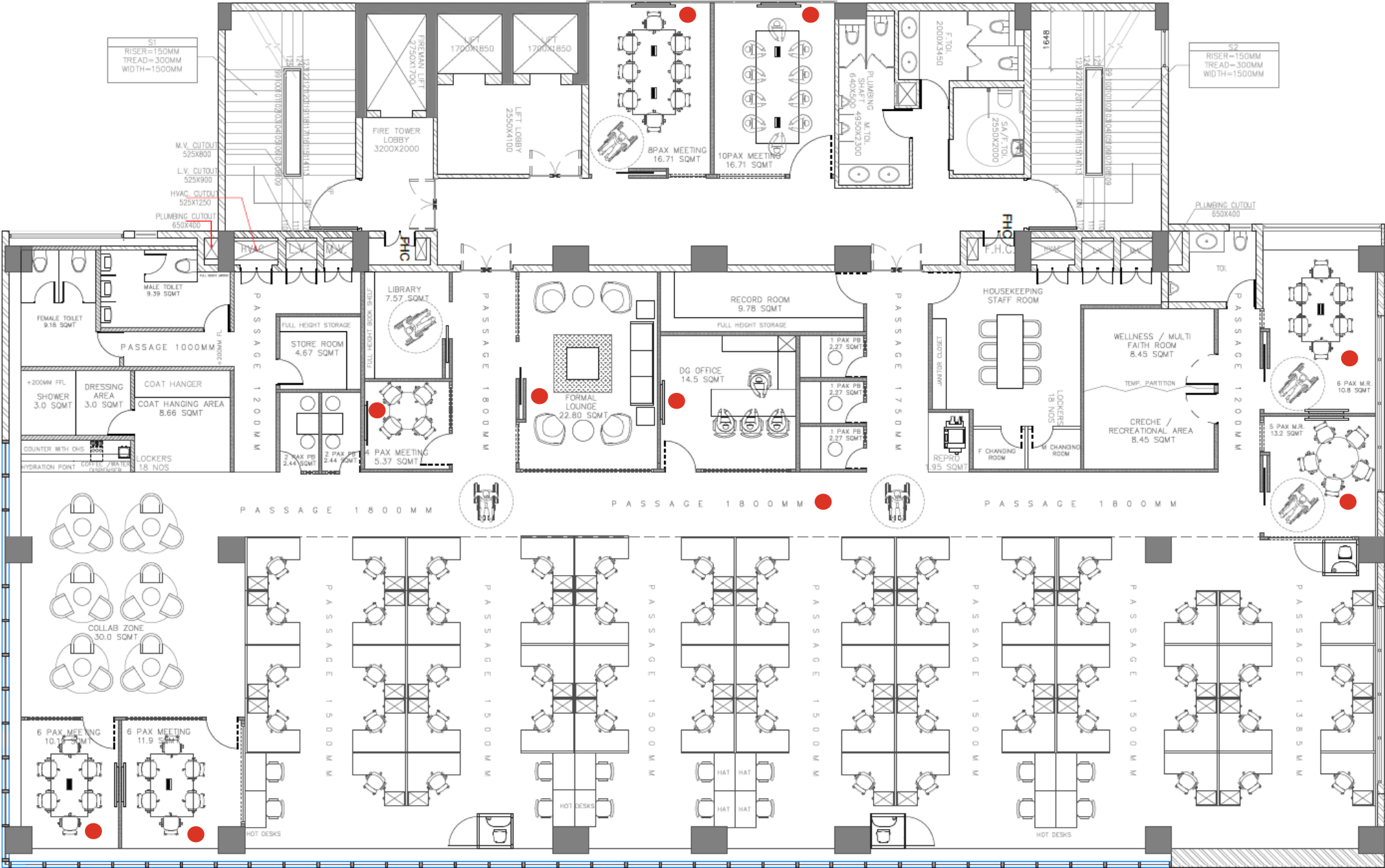
The following are the clarifications and comments from the terms and conditions and scope of work for the subject RFP/ RFQ. These clarifications are exhaustive.

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

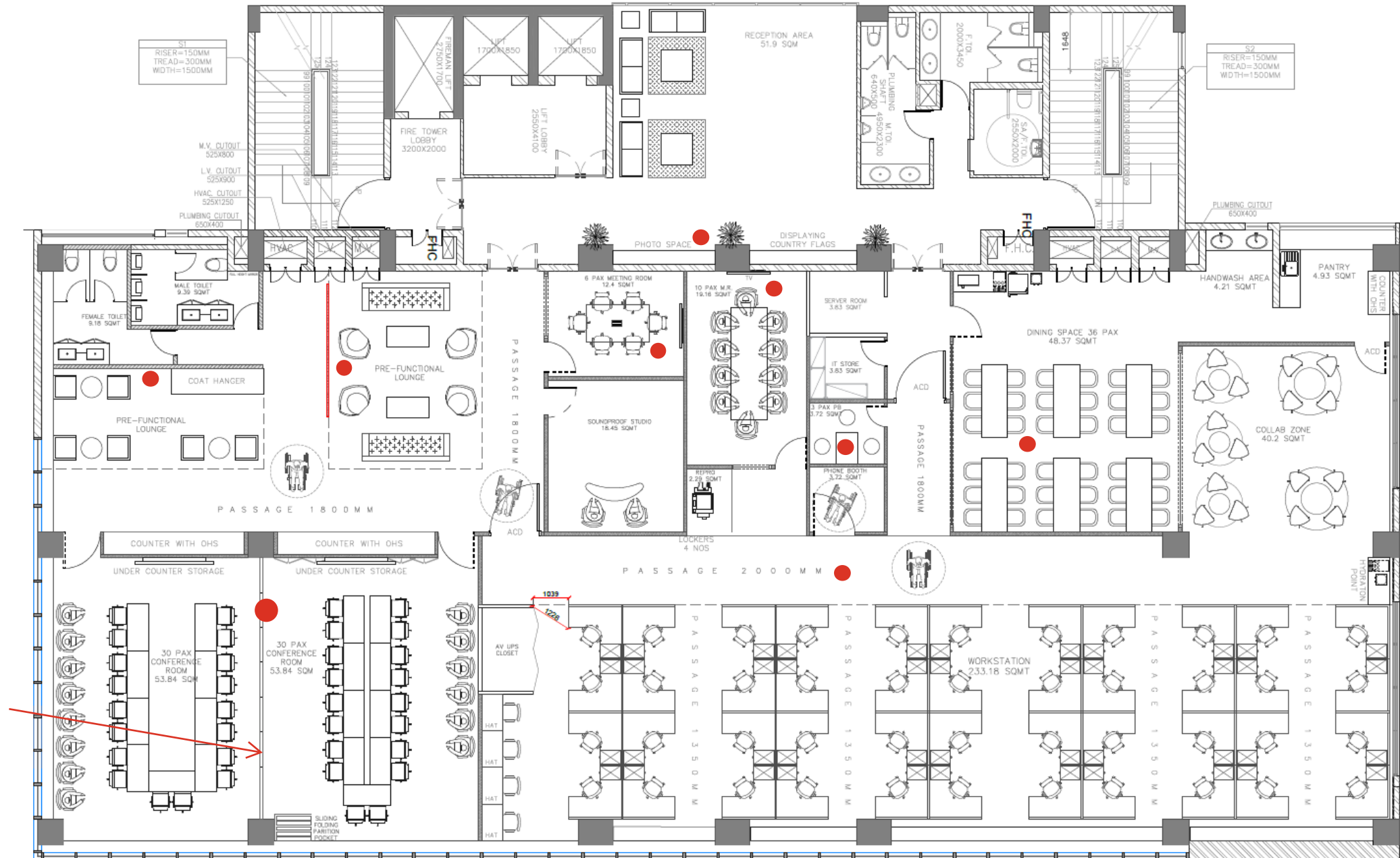
Yours faithfully,

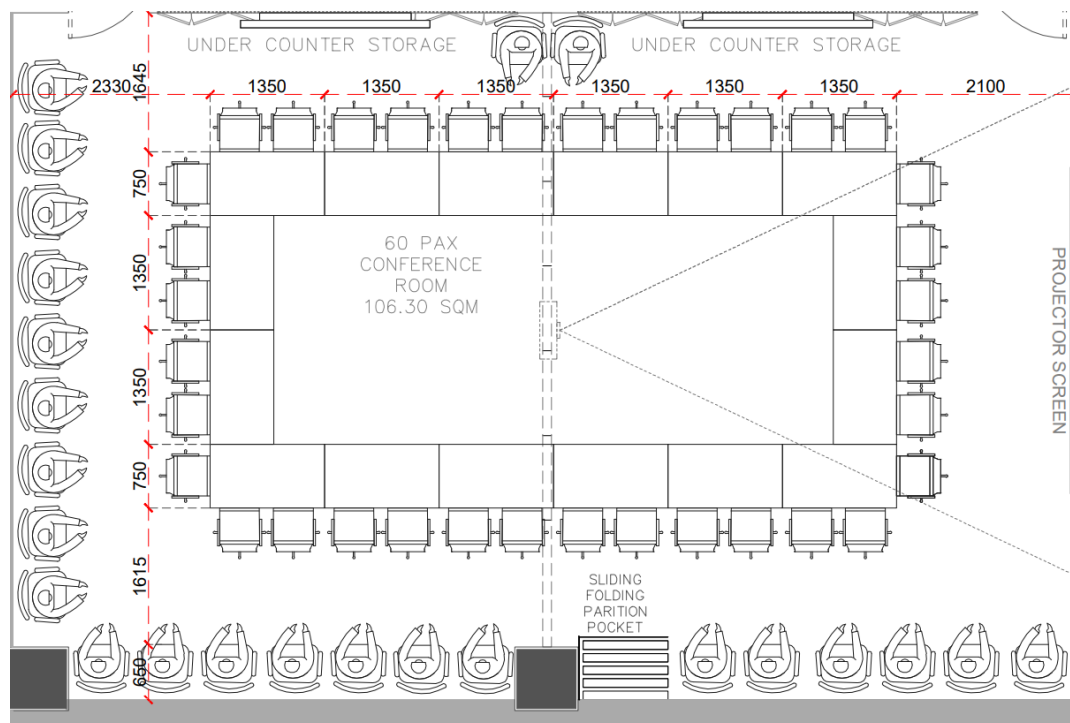
Authorized Signatory
(with Name, Designation, Contact no., and Seal)

Annexure-I DESIGN | 3rd FLOOR | LAYOUT (Meeting rooms and other designated spaces in regard to AV equipment is highlighted with Red Circle)



60 Pax
Collapsible
room.





Annexure-II- CDRI Existing Audio Video System - Samoa Meeting Room

S.No.	Product Description	Quantity
1	Team Connect Ceiling 2 Sennheiser	1
2	CADMUS Lite PTZ Camera 12x Optical Zoom 72 Horizontal Field of View QSC Model PTZ-12*72	1
3	QSC DSP Core 8 Flex	1
4	QSC POE Touchscreen Controller	1
5	Audac Two way Coaxial in Ceiling Loudspeaker model CIRA724/W	6
6	Quad Channel Digital Power Amplifier Model EPA104	1
7	Dlink 8port POE Gigabite Switch	1
8	Rack 12 U	1

Annexure- III List of AV Equipments (for Buy Back)

S.No.	Description	Quantity
1	Clockaudio CRM 102-RF Retractable (154245111,154245112,154245113,154245114,154245115,154245116, 154245117,154245118,154245119,154245120,154245121,154245122,154245123,154245124,1542 45125,154245126,154245127,154245128, 154245129,154245130, 154245133, 154245134)	22
2	Erthpot Keyer 88 S.No.K 880006, K880007, 99386A40E443XY2	3
3	Work NEO 5 Line Black (Pair) Wall Mount 2Way Speakers S.No.32922B27011, 32922C27161,32922C27162	3
4	Work PA 1254 AMPLIF S.No.20322K04036	1
5	27U Rack 600/800 MM	1
6	Modular Conference Table (23*9 Feet)	1
7	HDMI Extender Over Ethernet -60M	5
9	Belden 8723 Shielded Twisted Cable (300Mtr)	300
10	Sanpro Speaker Cable (90 Mtr)	1

11	ATEN 8X8 True 4K HDMI Matrix Switch S.No.A1N6-239-0022	1
12	Erthpot Arche AR32 (Wireless Lapel Mic) S.No.23AR32J009	1
13	Erthpot Arche AR331 (Wireless Handheld Mic Dual Channel) S.No.23AR331E010	1

Please note that the AV equipment have been procured by CDRI in Jan 2024 and are under warranty period

Annexure – IV

The direct link for Annexure-IV is given below:

<https://app.cdri.world/tender/download/75/Annexure-IV-BOQ.xlsx>



Vendor Contract

This Contract is made and entered into on this **XXX day of XXX XXXX** (hereinafter called "**Contract**") by and between Coalition for Disaster Resilient Infrastructure, an International Organization, *vide* the Gazette Notification F. No. D-II/451/16(3)/2021 issued by Government of India, with its registered office at 4th and 5th Floor, Shriram Bhartiya Kala Kendra, 1, Copernicus Marg, New Delhi-110001 (hereinafter referred to as "**CDRI**") and **XXX** having its registered office at **XXX** (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 programs, 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 Government of India.
- C. The Vendor further acknowledges and agrees that nothing in this Contract 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 Contract. 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 **XXXXXX** and shall remain in force until **XXXXXX**, unless terminated earlier in accordance with its terms. The term of this Contract may be extended beyond the abovementioned stipulated date only through a written agreement signed by both Parties. The Vendor acknowledges that any decision to enter into such an extension lies solely at the discretion of CDRI, and the Vendor shall have no right to demand or expect an extension under any circumstances.

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 to be 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 **XXX** for delivering services in accordance with the Scope of Work (SOW) detailed in **Annexure 1**.

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.	Tasks (linked with deliverables)	Duration ()	Payment Schedule (% of total contract value)	Status of Payment



3.3 Taxes 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. 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.

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 valid invoice by the CDRI.

Bank Details:

Account Name:	
Name of the Bank:	
Branch Address:	
Account No.:	
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)

4th and 5th Floor, Shriram Bhartiya Kala Kendra, 1, Copernicus Marg, New Delhi-110001

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. Obligations of Vendor

4.1 Standard of Performance: The Vendor acknowledges and agree that it shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, observe Industry standards of sound management practices, which are in conformity with applicable International and National Industry standards, employ appropriate latest, secure, applicable technology equipment, machinery, materials and methods. The Vendor agrees that it shall, to its best efforts, always act, in respect of all and any matters relating to this Contract or to the Services, as faithful adviser to the “CDRI”, and shall at all times support and safeguard the “CDRI’s” interests in any dealings with Third Parties.

4.2 Prohibition of Conflicting Activities: The Vendor shall not directly or indirectly engage, nor shall their Personnel as well as their Affiliates to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to Vendor under this Contract. CDRI acknowledges and agrees that Vendor may provide services that are similar or identical to those provided under this Contract to other clients, including clients operating in the same or similar industry as CDRI. This Agreement is non-exclusive in nature and does not grant CDRI any rights to exclusivity, nor does it impose any restriction on Vendor’s right to engage in business with any third party. It is, however, clarified that the Vendor’s engagement with other clients shall not affect the performance of its obligations under this Contract.

4.3 Agencies’ Personnel: The Vendor shall employ and provide such qualified and experienced personnel as are required to carry out the Services. The key personnel listed by title, role as well as by name, as provided by the Vendor in the technical proposal is hereby approved by CDRI. The Vendor is free to use any additional



personnel (in addition to the key personnel) as required to achieve the aims of the project.

Except as the 'CDRI' may otherwise agree, no changes shall be made in the personnel. If for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the personnel, the Vendor shall forthwith provide as a replacement a person of equivalent or better qualifications, within a period of not more than 10 days.

5. Confidentiality:

5.1 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.

5.2 The Vendor 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 Vendor 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 CDRI.

5.3 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.

5.4 The Vendor 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.

5.5 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.

5.6 In case of a data breach, the Vendor must notify CDRI within 24 hours and cooperate in remedial actions.

5.7 The Parties' obligations under Section 5 shall survive the termination or expiration of this Contract.

6. Intellectual Property & other Proprietary Rights:

6.1 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 sole 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.

6.2 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.

6.3 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.

6.4 All maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, datasets, spatial metadata, and any other materials or data compiled, created, or received by the Vendor while performing



work under the Contract shall be the sole and exclusive property of CDRI. These materials shall be always treated as confidential and shall be made available to CDRI for inspection or use at reasonable times and locations and shall be delivered only to CDRI's authorized officials upon completion of the work. To ensure data confidentiality, the Vendor shall use appropriate data security and encryption protocols, including but not limited to SSL/TLS, during the transmission of datasets. All data must be stored and transferred using a secure, cloud-based storage solution as designated by CDRI. All datasets shall be provided in electronic or machine-readable formats. CDRI reserves the right to review and either accept or reject the accompanying spatial metadata documentation prior to final acceptance of any deliverables. Upon successful transfer of all data and materials to CDRI, the Vendor shall permanently delete all copies in its possession, custody, or control that are not otherwise legally required to be retained, unless otherwise agreed in writing by CDRI.

6.5 The Parties' obligations under Section 6 shall survive the termination or expiration of this Contract.

7. Publicity and use of the Name, Emblem, Logo 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, logo 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.

8. Insurance and Liability

8.1 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.

8.2 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.

8.3 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.

9. Consequences of breach

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

10. Relationship

10.1 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.

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



10.3 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.

11. 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.

12. Child Labor

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.

13. Drug-Free Workplace

- 13.1 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.
- 13.2 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.

14. 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.

Any concern regarding non-compliance with CDRI policies, whether by the Vendor or involving the Vendor, may be raised through the designated Redressal Mechanism—Ethicspoint (<https://secure.ethicspoint.eu/domain/media/en/gui/113320/index.html>). Appropriate actions will be taken in accordance with the nature and seriousness of the issue, as per CDRI policies.

15. 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.

16. Indemnity

16.1 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 programs are being implemented by the CDRI.

16.2 This Clause shall survive the termination or expiration of this Contract.



16.3 The Vendor shall be responsible for and deal with all claims brought against it by its Personnel, including individual contractors and consultants.

17.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.

18.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.

19.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.

20.Force majeure

- 20.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Contract, 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.
- 20.2 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 endeavours 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 Contract 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.

20.3 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.

21. Settlement of Disputes:

- 21.1 **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.
- 21.2 **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 21.1 above, either Party shall refer the dispute to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. The Parties agree to be bound by the arbitration award rendered under this Clause as the final adjudication of the dispute.
- 21.3 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.

22. 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.



23. Amendment

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

24. 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.

25. 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.

26. 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.

27. Waiver

The failure to exercise any right provided in this Contract 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:

Coalition for Disaster Resilient Infrastructure (CDRI) Name: Ashis Kumar Designation: Director- Operations	XXX Name: Designation:
---	---



Signature: (Authorized Signatory)	Signature: (Authorized Signatory)
--	--



Annexure-1

Statement of Work (SOW)

Name of the Vendor: XXX

Contact person:

From CDRI:

XXX

From Vendor:

XXX

Scope of Work: