

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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1. Copyright

The copyright of the developed Software System must belong to Dhaka WASA and in no way the Supplier shall copy or use this software for any other purpose and hand over to anybody without written permission for Dhaka WASA. In case of violation Dhaka WASA may initiate legal action against the Supplier according to the prevailing law of the country.

2. Liquidated Damage/Penalty

The applicable rate for liquidated damages for delay shall be 0.5 percent of the Contract Price of the software security system implementation related services for each week of delay until actual performance. The maximum amount of liquidated damages shall not exceed Ten (10) percent of the Contract Price.

3. Limitation of Liability and Force Majeure:

- If the Supplier suffers any direct, indirect or consequential losses or damages arising out of the subject matter of the Contract Agreement or due to the act, omission, negligence, misconduct, fault on the part of the Purchaser or its employees/personnel, then the Purchaser hereby agrees to indemnify and hold the Supplier harmless from any such losses, damages, claims, charges, costs or expenses (including reasonable attorney fees).
- Force Majeure: In the event that either Supplier is unable to perform any of its obligations under this Contract Agreement as a result of natural calamity/disaster, or unexpected/unwanted/unavoidable circumstances including any order by any Court or the Government Authorities that may occur delay in granting any permission/s by the concerned authority/ies, or any other restrictions beyond the reasonable control of the Supplier. (Hereafter referred to as a "Force Majeure Event"), the Supplier whose performance has been so affected shall not be liable for such nonperformance but shall promptly give notice to the Purchaser and shall do everything reasonably possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Supplier whose ability to perform has not been so affected may by giving written notice of seven (7) days terminate this Contract Agreement.

4. Dispute Resolution:

If any dispute arises between the Purchaser and the Supplier, the Purchaser or the Supplier will attempt to resolve the dispute in good faith by senior level negotiations. If such negotiations do not result in a resolution of the dispute within 30 (thirty) days, the Purchaser or the Supplier shall refer such dispute to sole Arbitrator to be appointed by the both Parties mutually. The arbitration shall be conducted in accordance with the Arbitration Act, 2001 of Bangladesh. The arbitration shall be conducted in English and the venue of the arbitration shall be at Dhaka, Bangladesh. The decision of the arbitrator shall be final and binding upon both the Parties. This clause shall survive upon termination of the Contract Agreement.

5. Non-Solicitation

Neither the Purchaser nor the Supplier shall during the term of this Contract Agreement and for a period of one & half year thereafter, directly or indirectly, solicit or recruit the employees of the other Party who are directly involved or associated with the Opportunity, Proposal and/or the Project at any time during the term of this Contract Agreement.



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In witness whereof the both parties hereto have caused this Contract Agreement to be executed in accordance with laws of Bangladesh on the day month and year first written above.

Signed on behalf of -
DHAKA WATER SUPPLY AND SEWERAGE AUTHORITY

A K M SHAHID UDDIN
Director (Technical) & Senior Systems Analyst (AC)
MIS & Billing Department
Dhaka WASA

Signed on behalf of -
UNITED SOFTWARE SOLUTIONS

KBD DR. MD. TAJAMMUL HAQUE
CEO
UNITED SOFTWARE SOLUTIONS



Witness (1) -

ARPITA SAHA
Assistant System Analyst
MIS & Billing Department
Dhaka WASA

Witness (1) -

TANVIRUL ISLAM
Coordinator
UNITED SOFTWARE SOLUTIONS

Witness (2) -

MD. SHAHIDUL ISLAM
Programmer
MIS & Billing Department
Dhaka WASA

Witness (2) -

MD. ROBIUL AWAL
Senior Web Developer
UNITED SOFTWARE SOLUTIONS

প্রাপ্ত বিন পরিশোধে জন্য উপস্থাপন করা হয়েছে।
পরীক্ষা করিয়া স্বাক্ষর করা হইল।
(নাম সহ সীল)

Terms of Reference (TOR)
For
Procurement of Software for Audit Division, Dhaka WASA

A. SCOPE OF WORK:

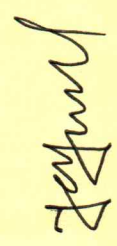
i. Project Brief:

The "purchaser" will develop a web Application system for Audit Division, Dhaka WASA. Not limited to the following, the consultant will design and develop online Application system for Procurement of Software for Audit Division, Dhaka WASA by incorporating following features:

- Full system will be developed in **Bengali Unicode** with the national Standard.
- The system will compile data automatically according to the reporting needs of the client and will be accurate and user friendly.
- The system will have data base security as well as application and user level security to restrict unauthorized access to the system.
- The system will have facility to meet the current reporting needs of the Audit Division.
- The system will have facility to attach file format of pdf, excel, word, csv, ppt, jpg, png.
- The system will be browser web based with centralized server. The usability & performance of system shall not be limited by type of web-browser used.
- The proposed system will be available with source code.
- The system will have **UBAC (User Based Access Control) & RBAC (Role Based Access Control)** to provide privileges to User:
 - 1) Data entry access for different level of user
 - 2) Reporting access to multiple level users
 - 3) Complete access (including update/delete/addition of data in every Level) to administrative level.

ii. Software/Interface Environment

- To make this software easier to coordinate, monitor, track and resolve
- To make service improvements.
- Prompt and specific retrieval of data.
- Flexibility in the system according to the changing environment.
- Accuracy, timeliness and comprehensiveness of the system output.
- Stability and operability by people of average intelligence.
- Enhancement in the completion of work within the constraints of time
- The aim of software security testing services is to protect the software against unforeseen actions that may damage the functionality of the system.
- All Data Entries are responsible for the Purchaser. The Supplier will only guide the Purchaser where needed.



iii. Functional Specifications or Features of “Procurement of Software for Audit Division, Dhaka WASA:

Module	Feature lists
Security Module	User management Role Management User Authentication and Authorization
Internal Audit	Internal Audit related report will upload and complete the process through this module.
External Audit - General Para (GP) - Advance Para (AP) - Draft Para (DP)	External Audit related report will upload and complete the process through this module.
Other's	Other's Audit related report will upload and complete the process through this module.
Organization Management	Audit division and other respective & related departments
Application Management	Manage lifecycle of an Application to provide service
Reports	Reports will be available with filtering and search facility. Will be provide any report as required by DWASA

B. Technical Specification for Development, Installation and operation of software system:

i. Software/Interface Environment

- Developing web panel's Back-End: PHP 7.4.0
- Backend Framework: Laravel
- Developing web panel's front-end: HTML5, CSS, Bootstrap, JS, jQuery
- Code versioning, Code sharing, Issue tracking: Git, Bitbucket (private)
- Database: Oracle 11g
- Operation System: Linux based OS
- WEB server: Nginx, Apache

ii. Network Specification for Software Installation to Dhaka WASA Server:

- PHP-FPM 7.4
- Oracle 11g express edition database
- Nginx reverse proxy with apache
- Real IP with all open port
- SSH access to server



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C. THE PROJECT DELIVERABLES:

i. Specification/QA Documents

- System Requirements Specification (SRS)
- Software Design Document (SDD)
- Test Plan and Procedure
- System Test Case with Test Data and Test Report

ii. Manuals/Guide (provide to DWASA both hard copy and softcopy):

- Installation Guide
- User Manual
- Training Manual
- Administration Manual
- Compiled Source Code
- Test Manual

iii. Training Programme

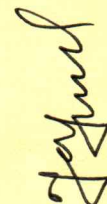
- Management/Administrator Training as required of Audit Division and MIS & Billing Department

iv. A course will be conducted by the Supplier as follows –

- Understanding & Handover of the software with source code & process flow scheduled on 7 working days maximum 5 nominated personnel of MIS & Billing Department of the Purchaser.
- Server Configuration, Software Installation process on 3 working days of 5 nominated personnel of MIS & Billing Department of the Purchaser.

D. DURATION OF THE CONTRACT PERIOD:

- i. This Contract Agreement of **Procurement of Software for Audit Division, Dhaka WASA** becomes effective from Work Order date to next 15 months (3 months for deployment, Testing & Troubleshooting, training and 12 months for warranty/support period) unless it is extended by the mutual understanding of two parties. For any changes/modifications/bug fixing for **Procurement of Software for Audit Division, Dhaka WASA** the Purchaser will follow Change Request procedure and the Supplier will response within 48 hours excluding Government holidays & weekends without any additional charges within this Warranty Period (12 months).
- ii. The Supplier, United Software Solutions (USS), will do the total work within first three months as software deployment, Testing & Troubleshooting, training, implementation as identified and agreed in defined Scope of Work and after successful training and handover to Dhaka WASA, the next twelve months software will run/operate by the personnel of Audit Division and MIS & Billing Department with cooperation of United Software Solutions (USS) Raised bug/error or Change Request (CR) getting from the user department will be mitigated within the warranty period. There is maximum 30 (thirty) percent tolerance level of Change Request (CR); which will be considered as out of charge. More than the tolerance level will be considered as "Future Enhancement" of the Software Services.



E. PAYMENT PROCEDURE OF THE WORK:

- i. The cost of total goods/software value is **Tk. 9,85,000/-** (Taka Nine Lac Eighty-Five Thousand only); which does not include any hardware/physical tools/any other license cost of the third-party tools.
- ii. After Completion of developing the Software and UAT sign-off, installation and integration in Dhaka WASA server will be carried out, upon which, 50% i.e., **Tk. 4,92,500/-** (Four Lac Ninety-Two Thousand Five Hundred Taka Only) will be paid as first payment.
- iii. After six months from installation and go-live, rest 50% i.e., **Tk. 4,92,500/-** (Four Lac Ninety-Two Thousand Five Hundred Taka Only) will be paid as final payment. (An operational clearance certificate will be issued by the Audit division and MIS division along with the bill.)
- iv. After completion of 12 (Twelve) months of Warranty Period; the Performance Security (10% of the total contract price) of Tk. 98,500/- (Ninety-Eight Thousand Five Hundred Taka Only) will be released; that the Supplier has submitted to the Purchaser at the time of NOA Acceptance. (Payment Order No. **1907181**; Date: **06 October, 2021**; Issuing Bank: **NRBC BANK Ltd.**; Amount: **Tk. 98,500.00**).
- v. Training Cost (i.e. training material, entertainment, and any other cost related to the training) will be borne by the Purchaser.