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Contract No: 46.05.0000.223.99.016.24/327

Date: 20/08/2024

CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the 20 August 2024 between Md. Elias Uddin Mahmud, Senior Systems Analyst (MIS & Billing Department), Dhaka WASA, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka 1215, hereinafter referred to as "Dhaka WASA" (here-in-after called "the Client") and, on the other hand BRAC IT SERVICES LIMITED having its Registered Address at Nafi Tower (Level-13) 53 Gulshan Ave, Dhaka 1212 (here-in-after called "the Firm").

Whereas the Client requested the Firm to provide, certain Software and IT enabled services "Annual Maintenance Service of HRMS, Payroll, Procurement and Vehicle Management Module for Dhaka WASA". The Firm, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract. The Firm Has accepted the Negotiated Price (including VAT & TAX) for the Annual Maintenance Service of HRMS, Payroll, Procurement and Vehicle Management Module for Dhaka WASA services for the sum of 21,93,450/- (Twenty-One Lakh Ninety-Three Thousand Four Hundred and Fifty) BDT only (Including VAT & TAXES), here-in-after called "the Contract Price". The following documents forming an integral part of this Contract shall be interpreted in the order of priority shown a) The Form of Contract; b) The General Conditions of Contract (GCC) Appendix A; c) The Particular Conditions of Contract (PCC) Appendix B; d) Negotiation meeting minutes – Appendix C d) Terms of Reference (ToR) Annexure - 1 and e) Breakdown of Staff Remuneration Annexure - 2.

NOW, THEREFORE, THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

- This Contract Agreement will be followed as per the rules of PPR-2008.
- The above Price quotation includes VAT & TAX as per government rules.
- This Contract Agreement shall remain valid for a period of 01 (one) year from its effective date mentioned in Annexure – 1 unless it is extended at mutual understanding of both parties.
- In case of failure to supply the goods/software within the scheduled time period, penalty will be imposed as per the rules of PPR-2008.
- Terms & Conditions including Scope of Work, Technical Specification, Project Deliverables, Project Duration and Payment Procedure are mentioned in Annexure -1, which is to be considered part of this Contract Agreement.
- Termination: Any party is entitled to terminate this agreement giving a thirty (30) day's prior written notice to the other at any time during this Contract period with a valid reasoning. Neither party shall be responsible to the other for any costs or damages relating to or resulting from the termination or expiration of this Contract Agreement in accordance with its terms of this Contract Agreement.
- Bug and support-related issues in the live system will be resolved through Any Desk or remote connection facilitated by MIS & Billing Department of Dhaka WASA.
- Penalty: Delay of supplying goods/software and installation shall be charged 0.5 percent of the contract price for each week but cannot exceed 10% of the total Contract Price.
- Extension of the Contract: At the expiry of maintenance period, mentioned in Annexure – 1, the Client may extend the period of the current contract with the Firm on a separate Contract Agreement along with Terms & Conditions.
- Future Enhancement: Any change which arises during the Maintenance Period as per Client's necessity, the Firm must deliver those required services in supporting this software within the warranty period. After expiration of the AMC period if any major changes are required which will impact on the whole software or the other modules, then those will be considered as Future Enhancement (out of scope of mentioned services in this Contract Agreement). However, that dealing will be guided by a separate Contract Agreement along with separate Terms & Conditions for additional payment and timeline upon mutually agreed by both parties.

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সাইং নং-৯২/০১



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Copyright

The copyright of the developed Software System must belong to Dhaka WASA and in no way the Firm 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 Firm according to the prevailing law of the country.

1. 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 liquidated damages shall not exceed Ten (10) percent of the Contract Price.

2. Limitation of Liability and Force Majeure:

- If the Firm 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 Client hereby agrees to indemnify and hold the Firm harmless from any such losses, damages, claims, charges, costs or expenses (including reasonable attorney fees).
- Force Majeure: If either Firm 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 Firm. (Hereafter referred to as a "Force Majeure Event"), the Firm 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.

3. Dispute Resolution:

If any dispute arises between the client and the firm, the client or the firm 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 client or the firm shall refer such dispute to sole Arbitrator to be appointed by 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.

4. Non-Solicitation

Neither the Client nor the Firm 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 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

Md. Elias Uddin Mahmud

Senior System Analyst,
MIS & Billing Department
Dhaka WASA

Witness (1) -

Engr. ARPITA SAHA

Systems Analyst
MIS & Billing Department
Dhaka WASA

Witness (2) -

Md. Arif Uz Zaman

Programmer
MIS & Billing Department
Dhaka WASA

Signed on behalf of -

BRAC IT SERVICES LIMITED

Shahriar Hoque

Chief Executive Officer (CEO)
BRAC IT SERVICES LIMITED



Witness (1) -

Md. Sanaul Haque Himel

Head of Delivery, Governance & Growth
BRAC IT SERVICES LIMITED

Witness (2) -

Rajon Chandra Saha FCMA

Head, Finance & Accounts and
Company Secretary
BRAC IT SERVICES LIMITED

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Appendix A: General Conditions of Contract (GCC)	
ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	The Client is: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA).
1.3	The assignment is phased as follows: 1. Existing System Analysis and understanding Phase is: 02 (Two) months. 2. Modification, Enhancement, Maintenance & Support service phase is 10 (Ten) months that will start after Existing System Analysis and understanding Phase. The assignment is to be completed within 365 Days from the date of the commencement.
3.1	The source of Public Fund is the Fund of Dhaka WASA
3.3	The development partner is: None
7.1	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in the countries having no diplomatic relation with Bangladesh.
15.1	For clarification of proposals the Client's address is: Attention: Senior System Analyst, MIS & Billing Dept. Dhaka Water Supply & Sewerage Authority (DWASA). Address: Office of the Senior System Analyst, MIS & Billing Department, Level 7, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215. E-mail address: eliasdhk@yahoo.com
16.1	The Proposal shall be written in the English language.
17.1(d)	Other documents required to be submitted with the Proposal are N/A

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19.11	The estimated number of professional staff-months required for the assignment is: The total estimated number of professional staff-months required for the assignment is as follows: Project Manager: 1x2=2 staff-months Senior Software Engineer: 1x2=2 staff-months Software Engineer: 2x2=4 staff-months Database Administrator: 1x2=2 staff-months System Administrator: 1x2=2 staff-months Software Testing Engineer: 1x1=1 staff-months Support Engineer: 1x10=10 staff-months Software Engineer for Maintenance & Support phase (10 months): 1x10=10 staff-months Total: 33 staff-months
19.12	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: Not applicable.
19.13	The minimum required qualification and experience of professional staff are as follows: Project Manager: <u>Qualifications</u> • At least bachelor's degree in computer science/computer science & engineering or related subjects from a reputed university. • Must have a minimum 8 years of experience in Software and Service Development • Must have experience of working with complex, multi system environments in public sector • Experience in developing Human Resource and Payroll Software is preferable. <u>Responsibilities</u> Project manager will take the overall responsibility for the execution of the assignments in accordance with the TOR and for the coordination of all professional inputs. He/she will be responsible to the employer and maintain close contact with procuring entity to ensure that the contract is implemented in accordance with the given TOR. The team leader will act as the consultant's authorized representative for both design and implementation supervision phase and make decisions on all matters pertaining to the consulting services. Senior Software Engineer: <u>Qualifications</u> • Bachelor's degree in computer science/computer science & engineering or related subjects from a reputed university is preferable.

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- Must have a minimum of 5 years of experience in Software and Service Development.
- Must have experience of working with complex, multisystem environments in public sector.
- Experience in developing Human Resource and Payroll Software is preferable.
- Being involved in all aspects of software development lifecycle from requirements, design, and build through deployment.

Responsibilities

- Translating business requirements into working foundational components for platform thus ensuring functional and non-functional aspects are met.
- Guide a pool of Software Engineers including programmers, analysts, and support specialists.
- Architecting platforms that are highly scalable, responsive and would serve as a foundation for building key enterprise components.
- Documenting architectural standards, best practices, and mentoring application teams on developing highly distributed, resilient and responsive applications.
- To work with deployment and infrastructure teams to provision application software and platform components.
- Effectively identifying opportunities for change, implements change and introducing new concepts, procedures, policies and tools while providing a clear explanation of benefits and purpose.
- Having strong problem-solving skills and ability to work independently or in a team.

Software Engineer:

Qualifications

- At least bachelor's degree in computer science/computer science & engineering or IT related subjects from a reputed university.
- Must have at least 3 years of Practical experience of working in software development.
- 1-2 years practical experience React JS or Vue.js.
- Proficient with SoftwareDebugging, software customization, HTML/CSS, scripting language (e.g Linux shell scripting) etc
- Having strong problem-solving skills and ability to work independently or in a team
- Must leave a basic understanding of software development concepts, principles, and theory and demonstrate the ability to follow and apply basic use of programming and analysis concepts.

Responsibility:

- Design and develop user interfaces to internet/intranet applications by setting expectations and features priorities throughout development life cycle; determining design methodologies and tool sets; completing programming using Languages and software products.

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- Implementation of design including coding, white box testing, and documentation
- Code maintenance including debugging and updating to keep pace with the evolving environment Defines site objectives by analyzing user requirements, envisioning system features and functionality.
- Integrates applications by designing database architecture and server scripting, studying and establishing connectivity with network systems, search engine, and information servers.
- Responsible for meeting software compliance standards; evaluates integration of software applications with the overall computing environment; and documentation, maintenance and software updates.
- Formulate detailed plans for the implementation of software solutions. In addition to program design this includes determining language, platform, and resource requirements.
- Deployment of applications including cross- platform compliance and insuring availability of necessary resources
- To work with deployment and infrastructure teams to provision application software and platform components.
- Implementing and managing security or integrity and backup procedures
- Effectively identifying opportunities for change, implements change and introducing new concepts, policies and tools while providing a clear explanation of benefits and purpose.

Database Administrator:

Qualifications

- At least bachelor's degree in computer science/computer science & engineering or IT Related subjects from a reputed university.
- Must have 5 years of Practical experience in relevant fields.
- Oracle Certified Professional (OCP) certification is preferable.

Responsibilities

- Manage and monitor to running of an Oracle Database 12C/19C instance to understand how to manage network connections, security, and privileges on an Oracle Database 12C/19C database.
- Manage Database concurrency and auditing is managed and implemented in Oracle Database 12C/19C
- Use the Data Recovery Advisor to diagnose and repair failures.
- Perform an encrypted database backup and restore.
- Able to work with Oracle Data Guard.
- Describe Oracle Database backup methods and recovery operations that can be used to resolve database failure.
- Plan effective backup and recovery procedures.
- Use Recovery Manager (RMAN) to create backups and perform recovery operations.
- Prepare ADDM report for database performance monitoring and resource utilization.

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- Plan effective Data Migration Process.

System Administrator:

Qualifications

- At least bachelor's degree in computer science/computer science & engineering from a reputed university.
- Must have 5 years of Professional experience in the relevant field.
- Must have RHCSA, RHCE Certification, Linux certification, VMWare certification.

Responsibilities

- Familiarity with various operating systems and platforms
- Ability to use shell scripting to automate routine maintenance activities
- Proficient with Linux/ Windows platform.
- Knowledge of system security
- Can be able to manage disaster discovery and backup techniques
- Installing and maintaining physical server hardware and storage
- Management and maintenance of servers, including the configuration of operating systems and virtualization
- Proficient with VMWare and Data Center visualization
- Install and configure software and hardware
- Manage network servers and technology tools
- Monitor performance and maintain systems according to requirements
- Troubleshoot issues and outages
- Ensure security through access controls, backups and firewalls
- Upgrade systems with new releases and models
- Build an internal wiki with technical documentation, manuals and IT policies

Support Engineer

Qualifications

- At least bachelor's degree in CS, CSE, EEE, ETC, or ICT-related subject from a reputed university.
- Must have at least 2 years of Practical experience of software development or providing technical training.
- Knowledge of modern training techniques and tools in technical subjects.
- Experience in designing technical course content.
- Ability to address training needs with complete courses.
- Outstanding communication skills, multitasking and comfortable speaking to crowds.
- Experience in government projects with similar experience will be given preference.

Responsibilities:

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- Devising training programs according to organizational or product requirements.
- Producing training schedules and agenda as per the need of the software implementation team.
- Determining course content according to the objectives of the Software implementation Team.
- Prepare training material (presentations, worksheets, manuals etc.).
- Arrange for and conduct on-site training when needed.
- Provide support to users in using software products and services.
- Handle complaints provide appropriate solutions and alternatives within the time limits; follow up to ensure resolution and perform monitoring of software product and services.
- Troubleshoot system & network problems & diagnose hardware or software faults.
- Manage software and system incident, inventory and resources.
- Module/Report Development
- Participate in Business requirement analysis.

Software Testing Engineer

Qualifications

- At least bachelor's degree in computer science/computer science & engineering or related subjects from a reputed university.
- Must have 3 years of Practical experience of software quality assurance and testing.
- Practical experience of using automated testing tools (i.e JMeter, Selenium, Rational Rose or equivalent) is a must.
- Having strong problem-solving skills and ability to work independently or in a team
- Certification in Software Quality Assurance or Testing will be a plus point.

Responsibilities

- Develop test plan based on business requirement and technical specification documents that are needed to fulfill test objectives.
- Prepare and maintain test bed and infrastructure.
- Manual Testing: Sanity/Smoke Testing, Regression Testing, Functional Testing, User Interface testing, Ad hoc Testing, Cross Browser, Cross Platform testing, migration testing Black Box Testing, Google Analytics testing (by using GA Debugger add-ons, Keen io and Segment), API testing (By using POST, GET, etc. Method on Postman add-ons), Analytics testing (By using Charles proxy, Keen-io and Segment) etc.
- Automation Testing: Smoke Testing, Regression Testing and Functional Testing.
- QA Documentation: Create Test Plans, Test Scenarios & Test Cases, Identifying Test Data, Risk

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	Analysis Reports, Test Case Specification, Test/Bug Report, QA Report etc. • Create and execute test cases for assigned feature(s) • Plan and write manual test cases while Dev Team begins coding work. Conduct testing as code is completed and merged to testing environment. • Report any bugs. • Retest until all test cases are passing as expected. • Conduct necessary testing • Evaluate and update results of the test run • Keep manual test cases up to date as things inevitably change. • Update/retire and manual test cases that have been become obsolete. • Perform Defect Tracking, Gap analysis, and Risk analysis with requirements **Attach resume with the relevant information for all employees.
20.1(i)	Training is a specific component of this assignment. The details of training required are: • After deployment of this application in the live environment, the vendor must provide 15 (Fifteen) working days of technology handover (tools & technologies, System administration, source codes understanding, Application architecture, application process flow, system administration etc.) training sessions for 3 (Three) personnel of the MIS & Billing Department. The firm will cover the training costs and provide materials. The training venue will be provided by Dhaka WASA.
20.1(j)	Additional information on the Technical Proposal includes: • Backend Technology must be java related. • Latest Frontend Technology should be used. • Modifications to existing system must be performed as per instruction provided by MIS & Billing Dept. of DWASA premises by the firm.

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21.3(d)	The Reimbursable expenses shall be the following: (1). cost of locally procured items, office accommodations, camp facilities, camp services, equipment rentals, utilities and communication charges, all if and to the extent required for the purpose of the Services. (2). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route. (3). cost of communications such as the use of telephone and facsimile required for the purpose of the Services. (4). cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services. (5). cost of printing and dispatching of the Reports to be produced for the Services. (6). Training cost, foods and providing materials cost as well as the training fee must be provided by the firm. (7) cost of any subcontract required for the Services in the TOR. (8) other allowances where applicable and provisional or fixed sums (if any); and (9) cost of such further items required for purposes of the Services not covered in the foregoing.
23.1	The Client will provide the following inputs and facilities: Client will provide following services and facilities when the project is ready to live. i) Domain, Hosting, Networking infrastructure ii) Server iii) Training room.
26.1	Proposals must remain valid for 120 days after the submission date.
28.2	The firm must submit one original for both the Technical Proposal and the Financial Proposal and 2(two) copies (1 hard & 1 soft) of the Technical Proposal.
29.3(b)	The Proposal submission address is: Office of the Senior System Analyst, MIS & Billing Department, Level 7, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215.
30.1	Proposals must be submitted no later than the: Date: 30/06/2024 Time: 12:30:00 PM BST
37.2	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:

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Criteria, sub-criteria	Points
(i) Specific experience of the Consultant relevant to the assignment: a) Experience in HRM and Payroll Software Development: 6 points b) Experience of similar type of tools & technology: 4 points ** Please provide proven documents of experience. Screenshots of HRM, Payroll project, Live URL etc.	10
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	
(a) Technical approach and methodology	30
(b) Work plan	8
(c) Organization and staffing	4
Total points for criterion (ii):	42
(iii) Professional staff qualifications and competence for the assignment	
(a) Project Manager	1x10=10
(b) Senior Software Engineer	1x8=8
(c) Software Engineer	2x6=12
(d) Database Administrator	1x3=3
(e) System Administrator	1x3=3
(f) Support Engineer	1x2=2
(g) Software Testing Engineer	1x2=2
Total points for criterion (iii):	40
The number of points to be assigned to each of the above position or discipline shall be determined considering the following three sub criteria and relevant percentage weights:	

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	General Qualifications	30%	
	Adequacy for the assignment	60%	
	Experience in region and language	10%	
	Total Weight:	100%	
	(iv) Suitability of the transfer of knowledge		
	[a] Relevance of Training Program i) Technical Training: 5 points		5
	[b] Training Approach and Methodology		3
	Total points for criterion (iv):		8
	TOTAL POINTS		100
	The minimum Technical Score St required to pass is: 75 Points.		
39.7	The formula for determining the financial scores is the following: $F_p = 100 \times F_m / F$, in which F_p is the financial score, F_m is the lowest price and F the price of the proposal under consideration.		
40.1	The weights given to the Technical and Financial Proposals are: $T = 0.8$ [Technical] $P = 0.2$ [Financial]		
41.1	The address for contract negotiations is: Office of the Senior System Analyst, MIS & Billing Department, Level 7, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215.		
48.1	The amount of Performance Security shall be 5% (five percent) of the Contract Price.		

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53.1	The assignment is expected to commence on 25/07/2024 at Office of the Senior System Analyst, MIS & Billing Department, Level 7, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215.
54.4	The name and address of the office where complaints to the Procuring Entity under Regulation 51 are to be submitted is: Name: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA). Address: Office of the Senior System Analyst, MIS & Billing Department, Level 7, Dhaka Water Supply & Sewerage Authority (DWASA).

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Appendix B: Particular Conditions of Contract (PCC)	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	RFP IDENTIFICATION NO: 46.05.0000.223.99.016.24/135
1.1 (c)	The Client is: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA).
1.1 (f)	The Firm is: BRAC IT SERVICES LIMITED
1.1 (k)	Contract effective date is 21 August 2024
1.1 (n)	The Intended Completion Date is 20 August, 2025
GCC 2.1	The assignment is to be completed in the following phases: The assignment is phased as follows: 1. Existing System Analysis and understanding Phase: 02 (Two) months. 2. Modification, Enhancement, Maintenance & Support service phase: 10 (Ten) months that will start after Existing System Analysis and understanding Phase. The assignment is to be completed within 365 Days from the date of the commencement.
GCC 3.1	The addresses for Communications and Notices are: Client : Dhaka WASA Contact Person: Md. Elias Uddin Mahmud Senior System Analyst, MIS & Billing Department, DWASA. Address: Office of the Senior System Analyst, MIS & Billing Department, Level 7, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215. E-mail address: eliasdhk@yahoo.com Consultant : BRAC IT SERVICES LIMITED

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	Contact Person: Nawfal Ahmed Munaz, Deputy Manager, BRAC IT Services Limited. Address : Nafi Tower (Level-13) 53 Gulshan Ave, Dhaka 1212 E-mail address: nawfal.ahmed@bracits.com
GCC 6.1(e)	The following additional documents shall form the part of the Contract: RFP, Negotiation Minutes, Contract Document.
GCC 8.1	Non eligible countries are having no diplomatic relation with Bangladesh.
GCC 11.1	The Member in Charge is: Not applicable.
GCC 12.1	The Authorized Representatives are: For the Client : Md. Elias Uddin Mahmud Senior System Analyst, MIS & Billing Department, DWASA. Address: Office of the Senior System Analyst, MIS & Billing Department, Level 7, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215. e-mail address: eliasdhk@yahoo.com For the Consultant : Consultant : BRAC IT SERVICES LIMITED Contact Person: Nawfal Ahmed Munaz, Deputy Manager, BRAC IT Services Limited. Address : Nafi Tower (Level-13) 53 Gulshan Ave, Dhaka 1212

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	E-mail address: nawfal.ahmed@bracits.com
GCC 20.1	The Consultant shall commence carrying out the Services within 7(seven) days of the Effective Date of the Contract.
GCC 21.1	The contract shall expire 12 (twelve) months from the Effective Date of the Contract as mentioned in GCC Clause 18.1 above.
GCC 34.4(a)	The Consultant is notified of such actions, claims, losses or damages not later than 4 (Four) months after conclusion of the Services.
GCC 34.4(b)	The ceiling on firms' liability shall be limited to 50%
GCC 35.1(a)	The risks and the coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bangladesh by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of : N/A Third Party liability insurance, with a minimum coverage of : N/A (a) Professional Liability insurance, with a minimum coverage of : N/A (b) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (c) Insurance against loss of or damage to (i) equipment and materials purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
GCC 37.1(c)	The other actions that shall require Client's approval are: a) Technology will be used in the projects. b) Before deployment any changes in the live system. C) Business/Process implementation.
GCC 39.3	The other restrictions about future use of documents and software are. "The Firm shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".

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GCC 41.1(c)	Assistance for carrying out the Services to be provided by the Client are. The Client will provide assistance from the date of request received for each of the tasks from the firm, as applicable: a) Necessary data for system development and operation within 30 days. b) IT environment (such as server, database licenses, connectivity with internal or external systems, cloud storage which are applicable) for User Acceptance Test (UAT) within 20 days. c) Feedback / acceptance from the Client's necessary team on requirement specification / reports / UAT within 15 DAYS. d) Co-ordination for establishing connectivity with external / internal systems so that firm can deliver the software / services as planned. E) Co-ordination for establishing disaster recovery, Data privacy, System scalability etc.
GCC 47.2	The Contract ceiling amount is: 21,93,450/- (Twenty-One Lakh Ninety-Three Thousand Four Hundred and Fifty) BDT only (Including VAT & TAXES).
GCC 48.1	The Bank Account is: 1501200131959001, BRAC Bank Limited, Gulshan Branch, Dhaka 1212
GCC 50.1	The Contract Price is: 21,93,450/- (Twenty-One Lakh Ninety-Three Thousand Four Hundred and Fifty) BDT only (Including VAT & TAXES).
GCC 52.1	Advance Payment: No advance payment is applicable for this project. Bank Guarantee shall remain effective until: N/A
GCC 53.1	Payments shall be made <u>in line with agreed-on outputs</u> according to the following schedule: 1st interim Report: Ten (10%) percent of contract price shall be paid upon submission and acceptance of the Existing system study & SRS Submission. This payment can be claimed at the end of the second month from the date of commencement. 2nd interim report: Forty (40%) percentage of the contract price shall be paid upon submission and acceptance of the successful completion of all requirements raised within six months from the commencement. This payment can be claimed at the end of the six-month from the date of commencement. Project Completion Report: Final payment Fifty Percent (50%) of the contract amount will be paid after successful completion of all the requirements that raised till 12(twelve) months from the commencement and upon submission and acceptance of project completion report. N.B: Before every payment (except first payment), latest source code aligned with live system shall

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	be submitted. Need all time read and download access for the updated production code in the Version control system (git, github, bitbucket, gitlab etc). The Performance Security shall be released when both phases of the project (1. Existing System Analysis and understanding 2. Modification, Enhancement, Maintenance & Support service) will be successfully completed and accepted by the client. Penalty: Delay of Software development, installation, deployment shall be charged 0.5 percent of the contract price for each week but can't exceed 10% of the total contract price. Modifications to existing systems must be carried out on DWASA premises. The source code of the existing system will not be handed over to the software firm. After expiry of contract period, the firm shall compulsorily offer AMC for a minimum of one year @ 10% per annum of contract value after expiry of Maintenance and Support period. However, DWASA may or may not award the AMC at its own sole discretion.
GCC 53.3	The Firm shall not be entitled to receive financing charges for delayed payment during the period of delay.
GCC 75.2 (b)	The place of Arbitration is Dhaka Water Supply & Sewerage Authority (DWASA).

DHAKA WASA shall provide feedback within 2 weeks after submission of each phase deliverables. If there is any delay, then BRAC IT SERVICES LIMITED shall not be liable for such delay and penalty.

DHAKA WASA shall provide documents of existing system within 10 days from contract signing such as Screen shot of deliverable input forms and reports, SRS, SDD, manual etc.

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Appendix C: Negotiation Meeting Minutes

Dhaka Water Supply and Sewerage Authority

WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kewran Bazar, Dhaka-1215

Negotiation Meeting Minutes

Name of the package : Selection of a firm for the Annual Maintenance Service of HRMS, Payroll, Procurement and Vehicle Management Module for Dhaka WASA

Date and Time : 30-07-2024 12:00 PM

Negotiation with firm : BRAC IT SERVICES LIMITED

Place : Office of the Senior System Analyst, MIS & Billing Department, Dhaka WASA.

Attendance:

1. MD. Elias Uddin Mahmud, Senior System Analyst, Office of the Commercial Manager, Dhaka WASA, Chairperson, PEC-2.
2. Nazma Khatun, Executive Engineer, P & D (Sewer), Dhaka WASA. Member, PEC-2.
3. Engr. Arpita Saha, System Analyst, MIS & Billing Department, Dhaka WASA. Member Secretary, PEC-2.

Introduction:

The negotiation meeting was held at the office of the Senior System Analyst, MIS & Billing Department, Dhaka WASA. MD. Elias Uddin Mahmud, Senior System Analyst, Office of the Commercial Manager, Dhaka WASA, Chairperson of PEC-2, presides over the meeting. In the initial proceedings, the chairperson expressed gratitude to all attendees for their presence. Subsequently, the Chairperson of the PEC-2 invited the Member-Secretary of PEC-2 (System Analyst, MIS & Billing Department, Dhaka WASA) to present the details of the discussions and initiate the activities

Activities:

1. Tools & Technologies and other terms & conditions will be followed as described in the ToR and RFP.
2. During the execution of the project, authorized contact persons shall be nominated for communication by both Dhaka WASA and the firm.
3. In the financial proposal of the firm of form 5B4 Breakdown of Reimbursable Expenses, the firm has agreed to exclude the full cost of:
 - 2) Travel Expenses amounting BDT 9,000/- (Nine Thousand Only)
 - 3) Communication Cost amounting BDT 10,000/- (Ten Thousand Only) and

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Dhaka Water Supply and Sewerage Authority

WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215

- 6) Materials, supplies etc. Cost amounting BDT 4,500/- (Four Thousand Five Hundred Only)
Total Cost Exemption in BDT 23,500/- (Twenty-Three Thousand and Five Hundred only).
4. In the financial proposal of the firm on form 5B2 Summary of Cost, they included five (5) % VAT on the total cost with tax. According to government regulations, the applicable VAT rate for Information Technology Enabled services is officially set at 5%. The firm has graciously acknowledged this requirement and is committed to adhering strictly to the government's VAT rules and regulations.
5. In the financial proposal of the firm on form 5B2 Summary of Cost, the firm has indicated a 0% tax inclusion in the total cost. In response to queries from members of PEC seeking clarification on this zero-tax rate, the firm's representative conveyed during the meeting that they possess a tax-exemption certificate, which substantiates their exemption from tax obligations.
6. The key professional staff of the firm are required to be present before the contract signing.
7. The total cost after negotiation is provided below:

Evaluated Price	Negotiated Price	Amount Less from Evaluated Price & %	0% Tax of Negotiated price	Total Price with Tax	5% VAT of Total price	Contract Amount
A	B=A-C	C	D	E=B+D	F=5% of E	G=E+F
2,112,500	2,089,000	23,500 1.11%	0 (zero)	2,089,000	1,04,450	2,193,450

Contract Amount: 21,93,450 (Twenty-One Lakh Ninety-Three Thousand Four Hundred and Fifty) BDT only.

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Dhaka Water Supply and Sewerage Authority

WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215

All PEC-2 members and authorized representatives of the firm present at the meeting have reached a consensus on all the negotiated topics and the contract amount. They have agreed to sign the contract for this project with a contract price of 21,93,450/- (Twenty-One Lakh Ninety-Three Thousand Four Hundred and Fifty) BDT.

[Signature]
30.7.24

MD. Elias Uddin Mahmud,
Senior System Analyst,
Office of the Commercial Manager,
Dhaka WASA.
Chairperson, PEC-2

[Signature]
30/7/24

Arif Ur Rahman Chowdhury
Head, Commercial,
BRAC IT SERVICES LIMITED,
Dhaka-1212, Bangladesh

[Signature]
30/07/24

Nazma Khatun,
Executive Engineer,
P & D (Sewer),
Dhaka WASA.
Member, PEC-2

[Signature]
30.07.2024

Nawfel Ahmed Munaz
Sr. Key Account Manager,
BRAC IT SERVICES LIMITED,
Dhaka-1212, Bangladesh

[Signature]
30.07.2024

Engr. Arpita Saha,
System Analyst,
MIS & Billing Department,
Dhaka WASA,
Member Secretary, PEC-2.

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Annexure 1

Terms of Reference (TOR)
for

Annual Maintenance Service of
HRMS, Payroll, Procurement and Vehicle Management Module for Dhaka WASA

1. BACKGROUND

Water is a basic human need. Though for ages human civilization has been formed beside rivers. Dhaka, the capital of Bangladesh is the inhabitants of 20 million. The area of the city is around 1,082 square kilometers. Supplying water to a vast number of people is so challenging. With this aim, Dhaka Water Supply & Sewerage Authority (DWASA) was established in 1963 as an independent organization with the mandate of Water Supply and Sewage disposal to the city dwellers of Dhaka. Residents of Dhaka enjoy one of the lowest water tariffs in the world, which limits the utility's capacity to invest. Dhaka WASA produces about 2590 million liter per day (MLD) potable water from deep tube wells and surface water treatment plants for 12.5 million people of the city of Dhaka. At present there are about 4,00,000 consumers of which about 325,000 are metered and the rest are non-metered. Consumers are of five categories – Domestic, Commercial, Industrial, Government and Community. Every year about 10,000 new service connections is being added.

2. SCOPE OF WORKS

The software firm will be agreed to provide maintenance and support services for the following services

1. **Software Updates:** Regular updates to ensure the software stays current with security patches, bug fixes, and new features.
2. **Enhancement of Existing System:** It may require adding new features for enhancement of existing system.
3. **Technical Support:** Assistance with software-related issues, including troubleshooting, guidance, and problem resolution.
4. **Training:** Training sessions for new features or updates to help users maximize the software's potential.
5. **Priority Support:** Priority response times for support queries to minimize downtime and disruptions. Support issues

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6. **Backup and Recovery:** Assistance with data backup and recovery procedures to safeguard against data loss.
7. **Performance Optimization:** Recommendations and adjustments to optimize software performance based on usage patterns and requirements.
8. **Security Services:** Implementation of security measures to protect against vulnerabilities and threats.
9. **Consultation Services:** Expert advice on software usage, customization, and integration with other systems.
10. **Testing:** Ensuring thorough testing before a feature will be deployed live.
11. **Process simplification:** Existing deployment architecture, processes need to be simplified as per instruction of the MIS & Billing Department.
12. **Version Control System:** Set up a version control system environment for source code versioning in MIS & Billing Department Server.
13. **Confidentiality:** The source code of this project is the property of Dhaka WASA. The software firm will uphold the security and confidentiality of this code.
14. **Reporting:** Ensure dynamic report generation as per the requirements of Dhaka WASA.

2.1 Human Resource Management Software: Following Features are available in the HRMS Module in Live Server of Dhaka WASA.

- Personnel management
- Access Control
- Scheduler Services (SMS service and External API's)
- Transfer
- Promotion
- NOC
- Loan
- Post Retirement Leave (PRL)
- Pension
- E-recruitment

Some entry screens, API's need to be restructured, while new entry screens, reports, API's need to be implemented raised within the contract period with a robust security mechanism.

2.2 Payroll: Following Features are available in the Payroll Module in Live Server of Dhaka WASA.

- Salary
- Provident Fund
- Increment

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- Payroll policy
- Fuel and Lubricant Bill
- Income Tax

Entire module needs to be upgraded. Backend technology needs to be upgraded from Oracle Forms to Java Spring boot. Front end technology needs to be upgraded into React/VueJS.

2.3 Vehicle Management Module: Following features are available in the Vehicle management module in Live server

- ❖ Vehicle configuration
- ❖ Reservation & Allocation
- ❖ Estimation & Maintenance
- ❖ Auction

Some new entry screens need to be implemented, and new requirements shall be incorporated.

2.4 Procurement Module: Following features are available in the Procurement management module in live server

- Approval Template
- Configuration
- Purchase Requisition & Approval
- Work Order

This module will be separated from the integrated login system. Some entry screens and reports need to be restructured and raised within the contract period. The purchase requisition tracking feature need to be implemented, along with a robust security mechanism.

3. ANNUAL MAINTENANCE SERVICE CONTRACT IMPLEMENTATION SCHEDULE:

The estimated time for “Annual Maintenance Service for HRMS, Procurement and Vehicle Management Module for Dhaka WASA” will be 12 (twelve) months.

	Month->	1	2	3	4	5	6	7	8	9	10	11	12
1	Existing System Analysis and understanding												
2	Modification, Enhancement Maintenance & Support Service												

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4. EXISTING APPLICATIONS TOOLS AND TECHNOLOGIES

Particulars	Technology
API	REST architecture
Frontend Programming Language	Angular
Backend Programming Language	Spring Boot, APEX, Oracle Forms (Payroll)
Database	Oracle 12c
Server OS	Linux
Report Server	Jasper Report

5. SECURITY REQUIREMENTS

❖ Applications should have able to protect from the web attacks:

- Cross-Site Scripting
- SQL injection
- Broken Authentication
- Cross site resource sharing
- DoS attack
- Brute Force attack
- Session hijacking
- HTTP Flood

❖ Use VPN, Proxy Server (if needed)

❖ Testing

- Below listed testing should be completed before deployment in live environment
 - Proper user acceptance Testing.
 - Functional Testing
 - Load Testing
 - Integration Testing
 - Penetration Testing

❖ Code Review

- 15 (fifteen) working days for code review & understanding and Technology handover.

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6. EXPECTED DELIVERABLES

Following is the list of deliverables:

- Software Requirement Specification (SRS)
- Application Architecture
- Tools and Technologies with versioning
- Project build documentation
- Training materials and user manuals
- Complete source code
- Complete database
- Deployment Process Document
- Software Operation Manual
- Software Design Document
- Data Backup Process (In server level and also Cloud service based)
- Data Migration Process
- Data Archiving Process
- Server Environment Setup
- Docker Documentation (if any)
- Deployment Process
- System administration manual
- Infrastructure and storage related documentation
- Backup and Recovery Policies

7. STAFFING REQUIREMENTS

The proposed services under this Terms and references shall be carried out by using a firm with adequate experience in developing and delivering the expected output of the study. The firm should propose the structure and composition of its team members. It should list the main disciplines of the assignment the 'key experts technical and support staff. An indicative team structure may be as follows:

Sl. No.	Job Title	Qty.
1	Project Manager	1
2	Senior Software Engineer	1
3	Software Engineer	2
4	Database Administrator	1
5	System Administrator	1
6	Support Engineer	1
7	Software Testing Engineer	1

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8. STAFF QUALIFICATIONS

Sl. No.	Job Title	Qualification	Experience
1.	Project Manager	At least BSc. in IT Related subjects (CSe., IT, Software Engineering, ECE etc.)	Must have at least 8 years of experience in Software and Service Development.
2.	Senior Software Engineer	At least BSc. in IT Related subjects (CSe., IT, Software Engineering, ECE etc.)	Must have at least 5 years of experience in Software and Service Development.
3.	Software Engineer	At least BSc. in IT Related subjects (CSe., IT, Software Engineering, ECE etc.)	Must have at least 3 years of experience in Software and Service Development.
4.	Database Administrator	At least BSc. in IT Related subjects (CSe., IT, Software Engineering, ECE etc.)	Must have at least 5 years of experience in the related field.
5.	System Administrator	At least BSc. in IT Related subjects (CSe., IT, Software Engineering, ECE etc.)	Must have at least 5 years of experience in the related field.
6.	Support Engineer	At least BSc. in IT Related subjects (CSe., IT, Software Engineering, ECE etc.)	Must have at least 2 years of experience in the related field.
7.	Software Testing Engineer	At least BSc. in IT Related subjects (CSe., IT, Software Engineering, ECE etc.)	Must have at least 3 years of experience in the related field.

9. OTHER REQUIREMENTS

The vendor should have a valid up-to-date trade license, Incorporation certificate (if necessary), TIN with up-to-date Tax Return Certificate, BIN Certificate.

10. TRAINING

After deployment of this application in the live environment, the vendor must provide 15 (Fifteen) working days of technology handover (tools & technologies, System administration, source codes understanding, Application architecture, application process flow, system administration etc.) training sessions for 3 (Three) personnel of the MIS & Billing Department. The firm will cover the training costs and provide materials. The training venue will be provided by Dhaka WASA.

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11. PAYMENT PROCEDURE OF THE WORK:

Payment shall be made in line with agreed on outputs according to the following schedule:

- **1st interim Report:** Ten (10%) percent of contract price shall be paid upon submission and acceptance of the **Existing system study & SRS Submission**. This payment can be claimed at the end of the second month from the date of commencement.
- **2nd interim report:** Forty (40%) percentage of the contract price shall be paid upon submission and acceptance of the successful completion of all requirements raised within six months from the commencement. This payment can be claimed at the end of the six-month from the date of commencement.
- **Project Completion Report:** Final payment (Fifty Percent) of the contract amount will be paid after successful completion of all the requirements that raised till 12(twelve) months from the commencement and upon submission and acceptance of project completion report.

N.B: Before every payment (except first payment), latest source code aligned with live system shall be submitted.

In the project timeline, any requirements of the three modules shall be incorporated.

12. LIVE AND UAT SYSTEM ENVIRONMENT PREPARATION

The software firm will prepare the live environment (if restructuring is required) and the UAT environment for this project with employees from the MIS and Billing Departments.

13. DEPLOYMENT PROCESS:

The software firm will submit all source code for deployment to the MIS & Billing Department of Dhaka WASA. Additionally, project build processes, deployment processes, and other related documents necessary for successful deployment shall also be submitted along with the source code. In some cases, the software firm will verbally instruct the project build and deployment process to the MIS & Billing Department personnel. Additionally, the software firm will be responsible for physically deploying projects in critical cases.

14. SUPPORT FACILITIES:

The software firm will resolve small and medium-level issues within 2 hours of submitting the support ticket. Complicated issues need to be resolved within the same day the support ticket is raised.

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15. ADDITIONAL INSTRUCTIONS

Approval from the MIS & Billing Department of DWASA is required for each major step of the development lifecycle. No encrypted source code will be used in the project, and the source code must not be dependent on any resource that requires internet connectivity.

16. DURATION OF THE ASSIGNMENT

The duration of the assignment is 12 months. After signing the contract, the first 2 (two) months will be allocated for existing system understanding and requirement analysis. Subsequently, modification, maintenance and support services will be allocated for 10 (ten) months.

17. THE PURCHASER/CLIENT WILL PROVIDE THE FOLLOWING SERVICES AND FACILITIES:

Client will provide following services and facilities when the project.

- i) Domain, Hosting
- ii) Server
- iii) Networking infrastructure

Note: The Terms of Reference (ToR) are subjected to change based on new requirements provided by Dhaka WASA.

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Annexture-2

Breakdown of Staff Remuneration

Name ¹	Position ²	Staff-month Rate ³	Input ³ (Staff-months)	[Indicate Sub Cost for each staff] ⁴
Staff				
Jubair Al Ansary	Senior Project Manager	112,500	2	225,000
Ahad Noor Alam	Senior Software Engineer	94,000	2	188,000
Mujahidur Rahman Mithun	Software Engineer	81,000	2	162,000
Md Tahmid Ali	Software Engineer	78,000	2	156,000
Md. Mainur Rahman	Database Administrator	78,000	2	156,000
Md. Obaidul Haque Sarker	System Administrator	81,000	2	162,000
Md. Abul Hassan	Software Testing Engineering	80,000	1	80,000
Md. Morsalin Anwar	Support Engineer	43,500	10	435,000
Al Imran Uzzal	Software & Support Engineer	43,500	10	435,000
Total = 1,999,000 (Nineteen Lac Ninety Nine Thousand Only)				

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