

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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FACILITY SERVICES AGREEMENT

Contract ID No. G230701-0102 (Renewal)

AN AGREEMENT made

Between

G4S Secure Solutions Bangladesh (P) Ltd.

(hereinafter referred to as “G4S”)

G4S Dhaka House, 22 Pragati Sharani
Block-J, Baridhara, Dhaka-1212

And

Dhaka Water Supply and Sewerage Authority (WASA)

98 Kazi Nazrul Islam Ave,
Karwan Bazar, Dhaka 1215

(hereinafter referred to as the “Client”)

Both Parties agree that the terms and conditions mentioned herein in this contract shall form part of this Agreement and shall have the same force and effect, as if set out in the body of this Agreement.

In witness whereof the parties hereto have at Dhaka affixed their signatures on this day of 30th July 2023.

Signed on behalf of

Signed on behalf of

G4S Secure Solutions Bangladesh (P) Ltd.

Dhaka Water Supply and Sewerage Authority (WASA)

Signature:

Signature:

Name :

Name :

Position:

Position:

Tel. 88 02 9887316-8

Tel.

Fax: 88 02 58810859

Fax:



“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Terms and Conditions:

PART I GENERAL

1.1 G4S shall provide the facility services as more particularly set out in this contract (the "Services") at the premises and locations of the Client, specified in this contract (the "Site") with effect from the Start Date (as defined Annexure 1) for the Contractual Period as defined in Part IV.

1.2 In consideration of the provision of the Services by G4S in accordance with the terms and conditions of this Agreement, the Client agrees to pay to G4S the charges plus 10% VAT set out in Schedule I (the "Charges").

1.3 G4S shall raise an invoice for the Services rendered each month and the same shall be paid by the Client within 15 days from the date of receiving the invoice without any deduction in accordance with the payment terms set out in Part III (Payment Terms) of this Agreement.

PART II OBLIGATIONS OF G4S BANGLADESH

2.1 G4S will use reasonable skill and care in the provision of the Services in accordance with good industry practice. G4S will provide proper and adequate supervision to ensure that the Services are performed in accordance with the terms and conditions of this Agreement.

2.2 The personnel deployed shall be employees of G4S who are duly qualified and licensed to provide the Services and G4S will bear and be responsible for all statutory liabilities in respect of such employees of G4S. G4S shall maintain, and provide to the Client for inspection upon the Client's request, complete employee records on such personnel, including without limitation, records of their personal information, qualifications and licences.

2.3 The Client shall have the right to require G4S to remove any personnel that the Client reasonably considers to be undesirable or otherwise and similarly, G4S reserves the right to replace the G4S personnel with prior written notice of no less than seven days to the Client, emergencies exempted.

2.4 G4S will insure its personnel engaged in the performance of the Services against personal injury and death whilst performing their duties under this Agreement and all applicable laws and regulations.



“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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PART III CHARGES & PAYMENT TERMS

3.1 The Client shall pay G4S's invoices as per the Charges specified in Annexure A, within **15** days after the date of receipt of the invoice by the Client. Any objection by the Client to any such invoice raised by G4S should be made within 7 working days from the date of the receipt of invoice, failing which the invoice shall be deemed to have been accepted by the Client without dispute.

3.2 If any part of the invoice is subject to a dispute between the Client and G4S, the following provisions shall apply:

- i) The Client shall pay to G4S, all amounts not disputed in good faith by the Client.
- ii) The Client shall notify G4S immediately of any disputed invoice and shall describe in reasonable detail the Client's reasons for disputing any invoice.
- iii) The Client and G4S shall seek to reach settlement on the invoices that are the subject of the dispute.

3.3 Payment by the Client for the Services provided hereunder shall be a fundamental obligation under this Agreement. Any default of payment beyond due date (unless the subject of a bona fide dispute), shall entitle G4S (at its discretion) to suspend or terminate this Contract.

3.4 The Charges shall be valid for the first twelve (12) months of the Contract Period, and then will be increased annually, effective as of the anniversary date of the Start Date, in an amount equal to the percentage change in the Consumer Price Index as published by the Bangladesh Bank over the previous 12 month period.

3.5 The charges agreed under this Agreement are based on the minimum wages and other statutory costs as are applicable at the time of execution of the Agreement. In case of any increase in statutory obligations including, without limitation, minimum wages, PF, Gratuity, Leave, Bonus, tax, etc. on the instructions of any government body or any other changes in law, the charges shall be deemed to be increased, in line with such increase, and shall be effective from such date as specified by the respective government.

3.6 In the event that **G4S Bangladesh** gives the notice as described in clause 3.4 & 3.5 above, the **Client** may, within one month from the date of service of such notice, either negotiate an agreeable increase or give **G4S Bangladesh** a one month's notice to terminate this Contract. During the period of such notice of termination, the proposed increase in the Charges shall not apply.

PART IV DURATION

4.1 Subject to part VII, this contract will remain in force for twelve months **from 01.07.2023 to 30.06.2024** and may be renewed by mutual discussion of both the parties.

After completion of one year both parties will sit to review the rates and will be decided under mutual agreement.



PART V LIABILITY OF G4S BANGLADESH

5.1 Subject to the Limit of Liability, G4S shall indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by G4S or any of its employees engaged in the provision of the Services to the Client.

5.2 G4S shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

(i) resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

(ii) resulting from or in connection with any Act of armed robbery.

(iii) consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to an act or the negligence or default of G4S's personnel.

5.3 G4S will not be liable in any way whatsoever and the Client hereby expressly waives any right to any loss, injury, damage, cost or expense:

(i) resulting from theft/loss (other than by G4S's personnel) of any moveable goods such as Keys, Laptop Computers, Mobile Phones, CD Rom's, Hard Disks, Cash, Organisers or any other similar goods which are not specifically handed over to G4S in writing as part of the instructions specified in this contract .

(ii) resulting from events caused by the acts of the Client, its employees or agents.

(iii) howsoever caused, which is not caused as a direct result of any wrongful act, negligence or breach of contract by or on behalf of G4S in connection with the provision of the Services.

5.4 Without prejudice to above mentioned clauses and notwithstanding any other provision contained herein, **G4S Bangladesh's** total liability to pay damages in respect of any direct, verifiable loss or damage suffered by the **Client** as a direct result of any breach of contract, wrongful act or negligence by or on behalf of **G4S Bangladesh** in connection with the provision of the Facility Services shall in no circumstances exceed the **Limit of Liability** equivalent of one month's invoice value for per incident or series of incidents arising out of the same event and in the aggregate for all claims in a year under this Agreement. The Client will indemnify and keep indemnified G4S, its directors and employees against any liabilities, losses, expenses or other costs, G4S may incur in connection with any claims or enforcements against G4S by any third party, that would (a) cause the Limit of Liability to be exceeded or (b) fall outside the scope of G4S's liability as set forth in this Agreement.

5.5 G4S, its servants or agents, shall not be liable to the Client in any circumstances or to any extent whatever in respect of any loss or damage suffered by the Client unless: (i) written notice of the breach of contract, negligence or wrongful act on the part of G4S alleged to have resulted in the loss or damage is received by G4S within seven (7) days of its occurrence, (ii) the Client renders all reasonable assistance to G4S, including, without limitation, making available to G4S all its records and information relating to the alleged incident, to allow G4S and its advisers (including, without limitation, its insurers) to conduct a proper investigation of the matter, and (iii) any claim or legal proceedings by the Client against G4S arising hereunder in respect of any loss, damage or injury, is brought by the Client to the notice of G4S, within four weeks from the date thereof.

5.6 The Client will indemnify and keep indemnified G4S, its directors and employees against any liabilities, losses, expenses or other costs, G4S may incur in connection with any claims or enforcements against G4S by any third party, as a result of any breach by the Client of its obligations under this Agreement, or negligence or wrongful act by the Client. Notwithstanding any other provision contained herein, neither G4S nor the Client will be liable for any indirect, consequential, special or punitive loss or damages.

5.7 The remedies available to the Client and third parties and the liability G4S accepts under this Agreement are, to the extent permissible by law, the only remedies of the Client and the absolute limit of G4S's liability arising under, out of or in connection with this Agreement. All other liability is expressly excluded.

5.8 G4S Bangladesh's personnel are not allowed to engage in any financial matter. However, G4S shall not be responsible if any amount of cash is found unaccountable while engaging its facilities staff to handle hard cash.

5.9 For the purposes of this clause and used elsewhere in this Agreement, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Agreement.

'Act of Terrorism' shall mean and refer to any act of terrorism, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'Biological or Chemical Contamination' shall mean contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.

'Computer Virus' shall mean and refer to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

'Electronic Data' shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes computer programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

'Nuclear Risks' shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

'Limits of Liability' shall mean the amount as mentioned in Clause 5.4 which will be covered from G4S's current Insurance Coverage in any year of the Agreement for the Services for all claims.

PART VI CONFIDENTIALITY

6.1 Each of G4S and the Client shall not, and shall procure that its employees and agents shall not, disclose, divulge and / or disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Annex, Schedules and other subsequent Agreements). This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

6.2 For the purpose of this Agreement, Confidential Information means such confidential and proprietary information that either Party shall not disclose, divulge and / or disseminate to any third party, any information of the other party which it considers confidential and proprietary and which is marked or indicated as being confidential and proprietary at the time of disclosure to the receiving party (including, without limitation, the contents of this Agreement).

PART VII TERMINATION

7.1 This Contract may be terminated forthwith by either party by giving written notice to the other if:

a. The other party is in material breach of its obligations under this Contract and, in case such breach is capable of being remedied, fails to remedy that breach within thirty days of receiving notice from the non-breaching party of such breach (such notice to specify that it is given under this Part);



b. The other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors.

7.2 This Contract may be terminated by either party without cause by giving the other party one (1) month's prior written notice thereof.

7.3 If the facility personnel are assaulted by the client or client's representatives G4S Bangladesh has the right to terminate the contract and withdraw the personnel with immediate effect.

PART VIII FORCE MAJEURE

8.1 Neither party shall in any circumstances whatsoever be liable to the other party for any delay or failure to fulfil its obligations under this Agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots.

PART IX GOVERNING LAW AND DISPUTE RESOLUTION

9.1 Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot be resolved through such joint discussions within thirty (30) days of the date of the notice issued by either party requesting such joint discussions then either party may refer the claim, dispute or difference for adjudication by arbitration by a single arbitrator in accordance with the rules of Bangladesh under the Arbitration Act 2001. The venue for the arbitration will be Dhaka. The decision of the arbitrator shall be final and binding on the parties.

9.2 This Contract is governed by the laws of Bangladesh and, subject to clause 9.1, shall be subject to the exclusive jurisdiction of the courts in Bangladesh

PART X ADDITIONAL SERVICES

10.1 If G4S agrees to provide any facility services requested by the Client in addition to the Services (the "Additional Services"), such Additional Services shall be subject to the terms and conditions of this Agreement. Additional Services shall be provided at the rates specified in this contract under Additional Services. Where the Client requires Additional Services on a long term basis then such Additional Services shall be appended to the Agreement as Services and shall form part of the Agreement from date of signature by both Parties.

10.2 Such Additional Services shall be supplied on receipt of a signed instruction, signed by an authorised representative of the Client that shall form part of the Agreement.

10.3 G4S will raise invoices for any Additional Services monthly in arrears and the Client shall pay such invoices within 15 day after the date of receipt of such invoices. The provisions of Part III shall apply to such invoices.

PART XI CLIENT'S OBLIGATIONS

11.1 No employee of G4S will be contracted or employed by the Client within a period of 6 months after such employee ceases to be employed by G4S (each a "Restricted Employee"). The Client may recruit an employee of G4S only after a clear gap of six months from the date of his ceasing to be employed by G4S.

11.2 The Services to be provided by G4S under this Agreement are for the exclusive use of the Client at the Site and cannot be subcontracted to or used by third party or transferred to another site without prior written consent of G4S.

11.3 Except as expressly otherwise provided, the Client will take all actions required to be taken by the Client under applicable law to avoid any damage, loss or injury to G4S's personnel at the Site and will, at its own expense, provide in a timely manner all equipment and facilities at the Site as reasonably required by G4S to enable its employees to carry out the Services. Such equipment and facilities shall include, without limitation, personnel office, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, registers etc.

11.4 The Client shall provide on a timely basis all information and materials reasonably required to enable G4S to provide the Services. G4S will rely on, and will not independently verify, the accuracy and completeness of any information supplied by the Client. The Client shall be responsible for informing G4S of any changes to the information originally presented to it.

11.5 To enable G4S to provide the Services, the Client will ensure that its employees are available, during the Client's ordinary business hours, to provide such assistance, as G4S reasonably requires and that G4S is given reasonable access to the members of the Client's staff. If any of the Client's staff fails or is unable to perform as required, the Client will make suitable additional or alternative staff available.

11.6 The Client acknowledges that in the event of a failure or inability of G4S to provide the Services where such failure or inability is directly attributable to any failure by the Client to comply with its obligations under this Contract, then G4S shall not be liable for any resulting loss to the Client.

11.7 G4S Bangladesh's Facility personnel are not allowed to engage in any financial matter. However, G4S Bangladesh shall not be responsible if any amount of cash is found unaccountable while engaging its employee to handle hard cash.

PART XII MISCELLANEOUS

12.1 If any provision of this Contract is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract will not be affected by any such invalidity or unenforceability.

12.2 This Agreement forms the entire agreement between the Client and G4S relating to the provision of the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral in connection with the matters contained herein.

12.3 No waiver, delay or failure by either party in enforcing any provision of this Agreement shall prejudice or restrict the rights of such party under this Contract, nor shall waiver by either party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each party in this Contract are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

12.4 A person who or which is not a party to this Agreement shall not have any right to enforce any provision of this Agreement.

12.5 This Contract will be deemed to be automatically binding on the Client if a duplicate signed by the Client is not received by G4S within 30 days of the date it was signed by G4S and sent to the Client.



12.6 Any notice required to be given under this Contract shall be in writing and must be sent by prepaid ordinary post or registered post or by courier to the address of the recipient, or sent by fax to the fax number of the recipient which is specified in this contract (or if the recipient has notified another address or fax number, then to that address or fax number).12.7 G4S may assign this Agreement in whole or in part, to its affiliates, subsidiaries or related or sister companies, by prior written notice to the Client at any time

PART XIII PROCEDURE OF CLEANING & TECNICAL WORK

Though the working day is 6 days a week however G4s' personnel have to be worked every office day and in addition whenever will be necessary. The Cleaning work will be performed as per instruction by the client. Cleaning activities are mentioned below.

a. **Daily Cleaning:** All kind of rooms, Floor, Furniture, Vase, Flower tub, Glass surrounding wall/fence, Wash room (commode/pan, urinal, mirror), Carpet, Electric appliances and so on.

b. **Weekly Cleaning:** Doors, Windows and so on.

c. **Half month Cleaning:** Ceiling, Ceiling fan, AC, Light, Wall hangings, Parapet and so on.

d. **Waste and Garbage Removing:** After cleaning, all types of garbage should be kept in garbage can and every day accumulated garbage must be removed an authorised space outside the building.

Technical work: The technician will be for technical support.

Schedule-I

Monthly Charges
With Effect from 01 July, 2023

- 1. Monthly Charges for Facility Services:** The charges of designated personnel under Facility Services are as follows for your organization –

SL No	Designation	Duty Hour	Number of Personnel Required	Monthly Unit price (BDT) per person excluding VAT	Monthly Total price (BDT) excluding VAT
1.	Cleaner	9 hrs (Including 1 hr lunch break)	Three (03)	14,555/-	43,665/-
2.	Supervisor / Team Leader	9 hrs (Including 1 hr lunch break)	One (01)	23,332/-	23,332/-
3.	Technician	9 hrs (Including 1 hr lunch break)	One (01)	22,670/-	22,670/-
Total Monthly Cost					89,667/-
10% VAT will be added with the monthly total invoice					



[Handwritten signature]

Terms & conditions:

The charges of above Facility personnel are inclusive of below benefits and cost components as well terms & conditions-

- Take home wages.
- Two festival bonuses.
- 15 days annual leave benefit and 14 days sick leave.
- Public liability insurance coverage (PLI).
- Uniforms
- Training
- G4S Supervision & Service charge.

Note: Cleaning chemical, material & equipment will be provided by the client as needed, or at the request of the client G4S can also provide as per the actual consumption of every month and bill will be submitted to the client at actual - based on current market rate Plus, 12% service charge. Every month supervisor will place the chemical requisition with approval of the client and G4S will deliver those accordingly.

A. Program / Event based Support Service:

SL No	Designation	Per Day price (BDT) per person excluding VAT
1.	Cleaner	485/-
2.	Supervisor	778/-
3.	Technician	756/-

2. **Working hours:** In general 6 days a week with at least one weekly holiday or as per client's office time complied with labor law and duty period will be 8 hours shift. Working hours will be calculated as per labor law, in this case except 4/5 days holiday a month per day average working period is 8 hours. According to that monthly total working hour will be $(26 \times 8) = 208$ hours. If the working period exceeds 208 hours of a G4s' staff then additional duty hours will be calculated as over time based on prorated basis as per labor law.

3. **VAT & Taxes:** Please note that VAT 10% will be added on total monthly.

4. Contact Persons:

G4S Bangladesh:

Maksudul Alam, Manager -Operation, Facility Services

Cell No+ 01313-209077, E-mail: maksudul.alam@bd.g4s.com

The Client:

Mr. Md. Enayet Abdullah, Deputy Secretary (Common Service Division)

Cell: 01715108077, E-mail: enayet_sk@yahoo.com

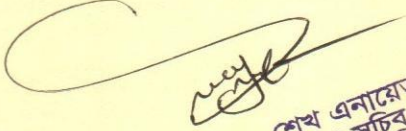


SCHEDULE II – INDEMNITY INSURANCE COVERAGE CLAIM PROCEDURES
INDEMNITY INSURANCE COVERAGE CLAIM PROCEDURES

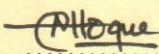
- i. In the event of any loss occasioned to the Client as a result of any negligence or wrongful act or breach of contract on part of G4S Bangladesh, the Client shall inform to the concern police station.
- ii. Subsequently client will also inform G4S Bangladesh in written within 24 hours of the incident occurred.
- iii. A joint inquiry team represented by the Client, G4S Bangladesh will be established to assist the Insurance Company. However the decision of the Insurance Company will be final and binding on all parties.
- iv. The Client agrees to provide all cooperation, supporting documents, and information related to the incident to the joint Inquiry Team.
- v. If the investigation establishes that any loss occasioned to the Client as a result of any negligence or wrongful act or breach of contract on part of G4S Bangladesh, the Client can claim the compensation from G4S Bangladesh up to the value amounting maximum of equivalent of one month's invoice value for per incident or series of incidents arising out of the same event and in the aggregate for all claims in a year under this Agreement.
- vi. G4S Bangladesh shall not be liable for any indirect or consequential loss or profits.


K M Iqbal
Managing Director
G4S Secure Solutions Bangladesh (P) Ltd

Signed on behalf of
G4S Bangladesh
G4S Secure Solutions Bangladesh (P) Ltd.
22 Pragati Sharani, Block-J
Baridhara, Dhaka-1212
Tel: 9887316-8
Fax: 8810859


Signed on behalf of
The Client
Dhaka Water Supply and Sewerage Authority
(WASA)
98 Kazi Nazrul Islam Ave,
Karwan Bazar, Dhaka 1215
Tel:
Fax:

Witness:



Mr. Nazmul Hoque
Vice President- Head of FSD

Witness:



মোঃ মোরশেদুল ইসলাম
সহকারী সচিব
কমন সার্ভিস বিভাগ
ঢাকা ওয়াসা।

