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Contract No: 46.05.0000.223.31.001.24/131

Date: 03/04/2024

CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the 3rd April-2024 between Engr. A K M Shahid Uddin, Deputy Managing Director (O&M) & 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 Zend IT Solution Limited having its Registered Address at House#41/4, Block-B, Chand Miya Housing, Road # 01, Mohammadpur, Dhaka-1207 (here-in-after called "the Firm").

Whereas the Client requested the Firm to provide, certain Software "Software for Dhaka WASA Board". 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 Software for Dhaka WASA Board services for the sum of Tk. 11,90,000/- (Eleven Lac Ninety Thousand Only), here-in-after called "the Contract Price". The following documents forming the 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; and d) Terms of Reference (ToR) Annexure – 1;

NOW, THEREFORE, THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

- This Contract Agreement will be followed as per rules of PPR-2008.
- The above Price quotation is including VAT & TAX as per government rules.
- This Contract Agreement shall remain valid for a period of 01 (one) years 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 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 AnyDesk 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.
- AMC Contract: At the expiry of warranty period, mentioned in Annexure – 1, the Client may come into an Annual Maintenance Contract (AMC) with the Firm on a separate Contract Agreement along with Terms & Conditions.
- Future Enhancement: Any change which arises in between development and warranty periods as per Client's necessity, the Firm must deliver those required services in supporting to this software within the warranty period. After expiration of warranty period while the AMC period will be running or being finished, then if any major changes 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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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 amount of 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: In the event that 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 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.

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 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

Engr. A. K. M. SHAHID UDDIN

Deputy Managing Director(O&M) & Senior System
Analyst (A.C),
MIS & Billing Department
Dhaka WASA

Signed on behalf of -

Zend IT Solution Limited

Muhammad Shajjad Hossain Khan

Managing Director
Zend IT Solution Limited

Witness (1) -

ARPITA SAHA

System Analyst
MIS & Billing Department
Dhaka WASA

Witness (1) -

SHAKILA JANNATI

Director
Zend IT Solution Limited

Witness (2) -

MD. SHAHINUR RAHMAN

Programmer
MIS & Billing Department
Dhaka WASA

Witness (2) -

SHAHIN ALOM

Marketing Manager
Zend IT Solution Limited

Appendix A: General Conditions of Contract

A. General

1. Definitions

1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.
- (b) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
- (c) The **"Client"** is the party named in the PCC who engages the Consultant to perform the Services.
- (d) **"Completion"** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
- (e) **"Completion Date"** is the date of actual completion of the fulfilment of the Services.
- (f) The **"Consultant"** is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the PCC and the Contract Agreement.
- (g) **"Contract Agreement"** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
- (h) **"Contract Documents"** means the documents listed in the Agreement, including any amendments thereto.
- (i) **Contract Price** means the price to be paid for the performance of the Services, in accordance with **GCC Clause 50.1**
- (j) **"Day"** means calendar day unless otherwise specified as working day.
- (k) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to **GCC Clause 18.1**
- (l) **"GCC"** mean the General Conditions of Contract.
- (m) **"Government"** means the Government of the People's Republic of Bangladesh.
- (n) The **"Intended Completion Date"** is the date on which it is intended that the Consultant shall complete the Services as specified in the PCC.
- (o) **"Member"** means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and **"Members"** means all these entities.
- (p) **"Month"** means calendar month.

- (q) **"Party"** means the Client or the Consultant, as the case may be, and **"Parties"** means both of them. Third party means any party other than Client as Consultant.
- (r) **"Personnel"** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and **"Key Personnel"** means the Personnel referred to in **GCC Sub Clause 24.1**
- (s) **"Reimbursable expenses"** means all assignment-related costs other than Consultant's remuneration.
- (t) **"Remuneration"** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (u) **PCC** means the Particular Conditions of Contract.
- (v) **"Services"** means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.
- (w) **"Sub-Consultant"** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (x) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (y) **"Writing"** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. **Phased Completion**

- 2.1 If phased completion is specified in the PCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

3. **Communications and Notices**

- 3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the PCC.
- 3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

4. **Governing Law**

- 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

5. **Governing Language**

- 5.1 The Contract shall be written in **English**. All correspondences and documents relating to the Contract may be written in English or **Bangla**. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.
- 5.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. **Documents Forming the Contract in Order of Precedence**
- 6.1 The following documents forming the Contract shall be interpreted in the order of priority:
- (a) the Contract Agreement;
 - (b) the Particular Conditions of Contract (PCC);
 - (c) the General Conditions of Contract (GCC);
 - (d) the Appendix (1 to 7); and
 - (e) any other documents as specified in the PCC forming part of the Contract. 0
7. **Assignment**
- 7.1 Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Client.
8. **Eligible Services**
- 8.1 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.
9. **Contractual Ethics**
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the contract, shall have been given or received in connection with the selection process or in the Contract execution.
10. **Joint Venture, Consortium or Association (JVCA)**
- 10.1 If the consultant is a Joint Venture all of the parties shall sign the Contract Agreement.
- 10.2 Each partner of the Joint Venture (this does not include sub consultancy) shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the terms of the Contract.
- 10.3 The composition or the constitution of the Joint Venture shall not be altered without the prior approval of the Client.
11. **Authority of Member in Charge**
- 11.1 In case the Consultant is a Joint Venture consisting of more than one entity, the partners shall designate one party to act as Representative, as specified in the PCC, with authority to conduct all business for and on behalf of all partners of the Joint Venture, including without limitation the receiving of instructions and payments from the Client.
12. **Authorized Representatives**
- 12.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials as specified in the PCC.
13. **Relation between the Parties**
- 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

14. **Location** 14.1 The Services shall be performed at such locations as are specified in **Appendix 1**, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. **Taxes** 15.1 The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees, levies and other charges under the Applicable Law, the amount of which is deemed to have been included in the Contract Price unless otherwise exempted by the Government.
16. **Corrupt, Fraudulent, Collusive or Coercive Practices** 16.1 The Government requires that Client, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.

16.2 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "*corrupt practice*" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- (b) "*fraudulent practice*" means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,
- (c) "*collusive practice*" means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
- (d) "*coercive practice*" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

16.3 The Government requires that Client, as well as Consultants shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.3(b).

16.4 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing.

16.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Client against the Consultant alleged to have carried out such practices, the Client will :

- i. exclude the Consultant from further participation in the particular Procurement proceeding; or
- ii. declare, at its discretion, the Consultant to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time from participation in procurement proceedings under public fund.

B. Commencement, Completion and Modification of Contract

17. Effectiveness of Contract

17.1 The Contract shall come into force and effect on the date, called the "Effective Date".

18. **Effective Date** 18.1 This Contract shall come into effect on the date the Contract is signed by both parties. The date the Contract comes into effect is defined as the Effective Date.
19. **Termination of Contract for Failure to Become Effective** i. If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. **Commencement of Services** 1. The Consultant shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC.
21. **Expiration of Contract** 21.1 Unless terminated earlier pursuant to GCC Clauses 64 to 67, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC.
22. **Modifications or Variations** 22.1 Pursuant to Rule 104 (d)(8) of the Public Procurement Rules, 2008, the Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.

- 22.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 22.3 The Consultant shall submit to the Client an estimate for the proposed change in the Services within fifteen (15) days of receipt of such Variation Order(s) as stated under GCC Sub Clause 22.2. The estimate shall comprise the following:
- (a) an estimate of the impacts, if any, of the Variation Orders on the staffing Schedule;
 - (b) a detailed schedule for execution of the Variation Orders showing the resources to be employed and significant outputs;
 - (c) a detail costing covering the total amount of the Variation Orders; and
 - (d) a proposed revision of the schedule of payments as approved, if required.
- 22.4 Variation Orders, as stated under GCC Sub Clause 22.2, costing within fifteen (15) percent of the original Contract Price shall be approved by the **Approving Authority** and for cost beyond fifteen (15) percent by the authority higher than the **Approving Authority**, as determined by the Delegation of Financial Power and sub-delegation thereof, pursuant to Rule 74(4) of the Public Procurement Rules, 2008.
- 22.5 For the purpose of determining the remuneration due for services or any other reimbursable expenses under Variation Orders as may be agreed under GCC Sub Clause 22, the breakdown of the unit price provided in Forms 5B3 and 5B4 shall be the basis.

C. Consultant's Personnel and Sub-Consultants

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| 23. General | 23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services. |
| 24. Description of Personnel | 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3 to the Contract |
| 25. Approval of Personnel | 25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. Except as the Client may otherwise agree, no changes shall be made in the Key personnel. |
| 26. Working Hours, Overtime, Leave | <p>26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.</p> <p>26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix 3 to the contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress</p> |

and adequate supervision of the Services.

**27. Removal
and/or
Replacement
of Personnel**

27.1 If the Client:

- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
- (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The Consultant shall not be paid for any extra expense for the replacement(s).

- 27.2** In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

D. Obligations of the Consultant

**28. Standard of
Performance**

28.1 The Consultant shall:

- (a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods etc;
- (b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and;
- (c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.

**29. Conflict of
Interests**

- 29.1** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008.

**30. Consultant not
to Benefit from
Commissions
Discounts etc.**

- 30.1** The remuneration of the Consultant as stated under GCC Clauses 47, 48 and 49 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 30.2** Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such



procurement responsibility shall be for the account of the Client.

31. Consultant and Affiliates not to Engage in Certain Activities

31.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to this consulting services,

32. Prohibition of Conflicting Activities

32.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.

33. Confidentiality

- i. Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

[For the purposes of this Clause "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public]

34. Liability of the Consultant

34.1 The Consultant, in lieu of or in addition to furnishing any Performance Security (as the case may be), shall be, liable to and required to indemnify, the Client as stated under GCC Sub Clause 34.2 thru 34.6 inclusive for due performance of the Contract.

34.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:

- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
- (b) plagiarism or alleged plagiarism by the Consultant.

34.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

34.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 28 provided:

- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion

of the Services as specified in the PCC;

- (b) that the ceiling on the Consultant's liability under GCC Clause 28 shall be limited to the amount as specified in the PCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
- (c) that the Consultant's liability under GCC Clause 28 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

34.5 In addition to any liability the Consultant may have under GCC Clause 28, the Consultant shall, pursuant to Rule 125 (5) of the Public Procurement Rules, 2008, at their own cost and expense, upon request of Client; re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 28.

34.6 Notwithstanding the provisions of GCC Sub Clause 34.4(a), the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- (a) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or
- (b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

35. Insurance to be taken out by the Consultant

35.1 The Consultant

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage as specified in the PCC; and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

36. Accounting, Inspection and Auditing

36.1 The Consultant shall

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof;
and
- (b) periodically permit the Client or its designated representative or the Development Partner's representative, when applicable, and up to five (5) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

36.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

37. Consultant's Actions Requiring Client's Prior Approval

37.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) any change or addition to the Personnel listed in **Appendix 3** to the Contract;
- (b) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved; and
- (c) any other action that may be specified in the PCC.

37.2 Notwithstanding any approval under GCC Sub Clause 37.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its Personnel and retain full responsibility for the Services.

38. Reporting Obligations

38.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix 2**. Final Reports shall be delivered in CD ROM in addition to the hard copies specified in the said **Appendix**.

39. Proprietary Rights on Documents Prepared by the Consultant

39.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory.

39.2 The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client.

39.3 Other restrictions about the future use of these documents and software, if any, shall be as specified in the PCC.

40. Proprietary Rights on Equipment & Materials Furnished by the Client.

40.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.

40.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

40.3 During the possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

E. Obligations of the Client

41. Assistance and Exemptions

41.1 The Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
- (b) assist the Consultant in obtaining necessary licenses and permits needed to carry out the Services; and
- (c) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the PCC.

42. Access to Land

42.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the client and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultant or the Personnel of either of them.

43. Change in the Applicable Law Related to Taxes

43.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 47.2.

44. Services, Facilities and Property

44.1 The Client shall make available to the Consultant, for the purposes of the Services, free of any charge, the services and facilities described in Appendix 5A to the Contract at the times and in the manner specified.

44.2 In case that such services, facilities and property shall not be made available to the Consultant as specified in **Appendix 5** the Parties shall agree on:

- i. any time extension that may be appropriate to grant to the Consultant for the performance of the Services;
- ii. the manner in which the Consultant shall procure any such services and facilities from other sources, and
- iii. the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 47.3 hereinafter.

45. Payment

45.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as stated under GCC Clauses 48 to 55.

46. Counterpart Personnel

46.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix 5B** to the contract.

46.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix 5B** the Client and the Consultant shall agree on;

- (a) how the affected part of the Services shall be carried out, and
- (b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub Clause 47.3

46.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

F. Payments to the Consultants

47. Cost Estimate of Services: Ceiling Amount

47.1 An estimate of the cost of the Services is set forth in **Appendix 6** to the contract.

47.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 47.3, payments under this Contract shall not exceed the ceiling as specified in the PCC.

47.3 Notwithstanding GCC Sub Clause 47.2, if pursuant to any of the GCC Clauses 44, 46 or 48 the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 47.1 above, the ceiling set forth in GCC Sub Clause 47.2 above shall be increased by the amount of any such additional payments.

48. Payments: General

48.1 All payments under this Contract shall be **made to the account of the Consultant** as specified in the PCC.



48.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in **Appendix 6** to the contract, may be charged to the physical contingency provided for only if the Client approved such expenditures prior to being incurred.

48.3 With the exception of the final payment as stated under GCC Clause 53, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

49. Lump-Sum Payment

49.1 Subject to the ceiling specified in GCC Sub-Clause 49.2, the Client shall pay to the Consultant total remuneration which shall be a **fixed lump-sum** including all staff costs, sub-consultants costs, reimbursables, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC Sub-Clause 49.2, if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 22.1.

50. Contract Price 50.1 The Contract Price is set forth in the PCC

51. Modes of Payment

51.1 Payments in respect of the Services shall be made as specified in GCC Clauses from 52 to 55.

52. Advance Payment

52.1 If so specified in the PCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the PCC. If the advance payment exceeds ten percent (10%) of the contract price, then the advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:

- (a) remain effective until the Advance Payment has been fully offset; and
- (b) be in the format as shown in Appendix 7.

52.2 The Advance Payment will be offset by the Client in a way specified in the PCC.

53. Interim Payments

53.1 Payment will be made according to the payment schedule stated in the PCC subject to the provision of advance payment stated in GCC Clause 52. Any other payment shall be made after the conditions listed in the PCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

53.2 The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.

53.3 If the Client has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

53.4 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

54. Amendment to the Contract

54.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.

54.2 The Client contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.

55. Final Payment

55.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

56. Suspension of Payments

56.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Time Control

57. Performance Security

57.1 The Client shall notify the Consultant of any claim made against the Bank issuing the Performance Security.

57.2 The Client may claim against the Performance Security if any of the following events occurs for fourteen (14) days or more.

a) The Consultant is in breach of the terms and conditions of Contract and the Client has duly notified him or her ; and

b) The Consultant has not paid an amount due to the Client and the Client has duly notified him or her.

57.3 In the event as stated under GCC Sub Clause 57.2, the Client shall assess the estimated compensation payable by the Consultant and the Client shall call for the amount of such compensation from the PS. If it is found that the compensation is to the full value or more of the PS, the Consultant is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more.

57.4 If there is no reason to call the Security, the Security shall be discharged by the Client to the Consultant not later than twenty-eight (28) days following the date of Completion of the Consultant's performance obligations under the Contract.

58. Completion of Services

58.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date as stated under GCC Clause 20.1

59. Early Warning

59.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

60. Extension of the Intended Completion Date

60.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant, are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.

61. Progress Meetings

61.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.

61.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

H. Good Faith

62. Good Faith

62.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



63. Fairness in Operation

63.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

I. Termination and Settlement of Disputes

64. Termination for Default

64.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.

64.2 Fundamental breaches of the Contract shall include but shall not be limited to, the following:

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive and coercive practices in competing for or in executing this Contract;
- (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub Clause 75.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Sub Clause 75.2 within thirty (30) days after receiving written notice from the Consultant that such payment is overdue; or
- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**65. Termination
for Insolvency**

65.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:

- (a) the Client becomes bankrupt or otherwise insolvent;
- (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
- (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

**66. Termination
for Convenience**

66.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.

**67. Termination
because of Force
Majeure**

67.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than forty five (45) days.

68. Force Majeure

68.1 For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

68.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.



69. No Breach of Contract

69.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

70. Measures to be taken on Force Majeure

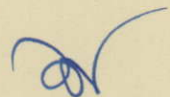
70.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

70.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

70.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

70.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.



71. Cessation of Rights and Obligations

71.1 Upon termination of the Contract pursuant to GCC Clauses 63 to 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in GCC Clause 33;
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 36; and
- (d) any right which a Party may have under the Applicable Law.

72. Cessation of Services

72.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63 to 66, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 39 and or 40.

73. Payment upon Termination

73.1 Upon termination of this Contract pursuant to GCC Clauses to 63 to 66, the Client shall make the following payments to the Consultant:

- a. payment pursuant to GCC Clause 47 to 55 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to GCC Sub Clause 63.2 (a), (b), & (c) and GCC Sub Clause 64.1 (b), reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

74. Disputes about Events of Termination

74.1 If either Party disputes whether an event specified in GCC Clause 63, 64 or 65 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 75.2, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

74.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 75.

75. Settlement of Disputes

75.1 Amicable Settlement

The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

75.2 Arbitration

If the Parties are unable to reach a settlement within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration.

- (a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of

Bangladesh as at present in force at the location specified in the PCC.

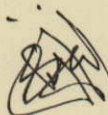
(b) Notwithstanding any reference to arbitration herein

- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree ; and
- (ii) the Client shall pay the Consultant any monies due the Consultant



Appendix B: Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	RFP IDENTIFICATION NO: 46.05.0000.223.31.001.24
1.1 (c)	The Client is Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA).
1.1 (f)	The Firm is: Zend IT Solution Limited
1.1 (k)	Contract effective date is: 03/04/2024
1.1 (n)	The Intended Completion Date is: 02/04/2025
GCC 2.1	The assignment is to be completed in the following phases: Single Phase
GCC 3.1	The addresses for Communications and Notices are: Client : Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA) Attention : Senior System Analyst, MIS & Billing Department Firm : Zend IT Solution Limited Attention : Managing Director of Zend IT Solution Limited
GCC 6.1(e)	The following additional documents shall form the part of the Contract: None
GCC 8.1	Non eligible countries are: Having no diplomatic relation with Bangladesh
GCC 11.1	The Member in Charge is: N/A
GCC 12.1	The Authorized Representatives are: For the Client : Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA). For the Firm : Zend IT Solution
GCC 20.1	The firm shall commence carrying out the Services within 10(ten) days of the Effective Date of the Contract.
GCC 21.1	The contract shall expire 3(three) months from the Effective Date of the Contract as mentioned in GCC Clause 18.1 above.
GCC 34.4(a)	The firm is notified of such actions, claims, losses or damages not later than 9(nine) months after conclusion of the Services.
GCC 34.4(b)	The ceiling on firm's liability shall be limited to 100%




GCC 35.1(a)	The risks and the coverage shall be as follows: N/A
GCC 37.1(c)	The other actions that shall require Client's approval are: None
GCC 39.3	The other restrictions about future use of documents and software are: "Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party." [Source code, Database, Application Architecture]
GCC 41.1(c)	Assistance for carrying out the Services to be provided by the Client are: Hosting server, Network, Training Room.
GCC 47.2	The Contract ceiling amount is: Tk. 11,90,000/- (Eleven Lac Ninety Thousand Only)
GCC 48.1	The Bank Account is: Account Name: Zend IT Solution Limited Bank: Export Import Bank of Bangladesh Limited Branch: Ring Road Branch, Account Number: 0111000831871 Routing Number: 100263976 A/C Type: Current Deposit Account Receiver Mobile: 01611367868
GCC 50.1	The Contract Price is: Tk. 11,90,000/- (Eleven Lac Ninety Thousand Only)
GCC 52.1	Advance Payment: N/A
GCC 53.1	Payments shall be made <u>in line with agreed-on outputs</u> according to the following schedule: Inception Report: Twenty (20%) percent of contract price shall be paid upon submission of the inception report (Software Requirements Specification and Application Architecture) duly accepted by the Dhaka WASA Interim Report: Thirty (30%) percent of contract price shall be paid upon submission of the interim report (Data flow diagram, ER diagram and Completion of development) duly accepted by the Dhaka WASA. Draft Final Report: Thirty (30%) percent of contract price shall be paid upon submission of the draft final report (Full deployment the source code & database in live server and completion of training) duly accepted by the Dhaka WASA. Final Report: Twenty (20%) percent of contract price shall be paid upon submission of the final report (Overall work completion report and other necessary documents if missing) and after the end of free support service period duly accepted by the Dhaka WASA. Penalty: Delay of Software development, installation, deployment, data migration shall be charged 0.5% of the contract price for each week but can't exceed 10% of the total contract price.
GCC 53.3	The firm shall be entitled to receive financing charges for delayed: No interest will be paid for delayed payment.
GCC 75.2 (b)	The place of Arbitration is: Dhaka Water Supply & Sewerage Authority (DWASA)

ANNEXURE – 1



Dhaka Water Supply and Sewerage authority

Office of the Senior System Analyst

MIS & Billing Department

Dhaka WASA, WASA Bhaban (7th Floor)

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

Terms of Reference (TOR)

for

Development of Software for Dhaka WASA Board

1. BACKGROUND

Water is a basic human need. Though for ages human civilization forms beside rivers. Dhaka, the capital of Bangladesh is the inhabitants of 20 million. The area of the city is around 1,082 square kilometers. Suppling water to a vast number of people is so much challenging. With this aim, Dhaka Water Supply & Sewerage Authority (DWASA) was established on 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. OBJECTIVES OF THE PROJECT

The objective of this service is to develop a software module which automate the WASA Board Software. All key business process such as Board Member list, history, Board meeting information, modification all has been done into one platform for WASA Board Software.

3. SCOPE OF WORKS

For all the key activities and deliverables mentioned below, the vendor has to consult with the MIS & Billing Department of Dhaka WASA. For new development of WASA Board Software for Dhaka WASA, it requires a modular approach of software development, in succession, where each module will follow a cycle of requirement assessment, designing and development, testing, integration, deployment and final roll out with training. The scope of work will include but not be limited to the following:

Requirements Gathering: Collaborate with Dhaka WASA stakeholders to understand specific needs, existing rules, user roles, and access requirements.

User Interface Development: Create user-friendly interface for user registration, login, logout, password reset, and other necessary user interactions.

Board Member List module: All Board Member List is visible in this module. Previous Board Member history is stored in this module. User can search the Board Member list date wise, name wise, designation wise etc.

Board Meeting Module: Arrange Board meeting where the meeting number, date, time and other necessary specification will be developed in this module.

Note & Letter prepare: Create notes & issue letters about board meetings. Meeting minutes will be created after the end of meetings. Meeting minutes will be approved later through proper channel.

SMS & Email: In case of notification, the member of Dhaka WASA Board will get notifications of Board meeting through SMS & Email.

Security Measures: Implement robust security measures, including encryption, multi-factor authentication, and continuous monitoring for potential threats.

Testing and Quality Assurance: Conduct thorough testing to ensure the software functions correctly across various platforms, devices, and user scenarios.

Documentation: Provide comprehensive documentation and guidelines to MIS & Billing Department employees of Dhaka WASA.

Deployment and Support: Deploy the software in a phased approach and offer ongoing support and maintenance post-implementation.

Note: The above requirements are not fixed. It may change when any requirement comes from the Dhaka WASA Board.

4. Project Implementation Schedule:

The estimated time for the development of “WASA Board Software for Dhaka WASA” will be 3 (three) months. This includes a) Software Requirement Analysis b) Software Development c) Data Entry d) Software Testing e) Deployment in live server f) Provide Training and handover the source code & database of the project. After that, next 9 (nine) months will be free support services periods.

Dhaka WASA Board Software													
	Month->	1	2	3	4	5	6	7	8	9	10	11	12
1	Requirement Analysis												
2	Software Development												
3	Data Entry												
4	Software Testing												
5	Deployment in live server												
6	Training and Project (source code & database) Handover												
7	Free support service												

5. Development Tools and Platform

Particulars	Technology	Version
Software Development Methodology	Agile Scrum	Latest
Application Model	MVC Platform	Latest
Web Server	Apache Tomcat	Latest
API	REST	Latest
Frontend Language	HTML 5, CSS 3, Bootstrap, JavaScript, jQuery, AJAX	Latest Stable
Backend Programming Language	Java	Latest Stable
Database	Oracle Database	Latest Stable
Server OS	Linux	LTS Version

6. Security Requirements

❖ Software application 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.

❖ Use VPN, Proxy Server (if needed)

❖ Testing

- Below listed testing should be completed before deployment in live environment
 - Unit Testing
 - Integration Testing
 - System Testing
 - Proper User Acceptance Testing.
 - Load Testing
 - Penetration Testing

❖ Code Review

- Ten working days for code review and handover

7. EXPECTED DELIVERABLES

Following are the list of deliverables (not limited to):

- Software Requirement Specification (SRS).
- Application Architecture.
- Data Flow Diagram.
- Use Case Diagram.
- ER Diagram
- Training materials and user manuals.
- Complete source code & Database
- Maintenance agreement, Draft & SLA
- Deployment Process Document (Linux Command, Dependencies etc.)

8. STAFFING REQUIREMENTS

Following are the minimum staffing requirement:

Sl. No.	Job Title	Qty.
1	Project Manager	1
2	System Analyst/Senior Software Engineer	1
3	Software Engineer	4
4	Database Administrator	1
5	System Administrator	1
6	UI/UX Designer	1
7	Support Engineer	2

Note: Must have 4 (four) dedicated software engineer.

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 this application in live environment training session will be provided by the vendor for Dhaka WASA Technical and application end users.

11. Payment Procedure of the work:

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

- Inception Report: Twenty (20%) percent of contract price shall be paid upon submission

of the inception report (Software Requirements Specification and Application Architecture) duly accepted by the Dhaka WASA

- Interim Report: Thirty (30%) percent of contract price shall be paid upon submission of the interim report (Data flow diagram, ER diagram and Completion of development) duly accepted by the Dhaka WASA.
- Draft Final Report: Thirty (30%) percent of contract price shall be paid upon submission of the draft final report (Full deployment the source code & database in live server and completion of training) duly accepted by the Dhaka WASA.
- Final Report: Twenty (20%) percent of contract price shall be paid upon submission of the final report (Overall work completion report and other necessary documents if missing) and after the end of free support service period duly accepted by the Dhaka WASA.

12. DURATION OF THE ASSIGNMENT

The duration of the assignment is 3 (three) months after signing the contract excluding the maintenance & free support service period. After delivery the software, warranty and maintenance & free support service period should be mentioned 9 (nine) months from the software delivery time.

