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Contract No: 46.05.0000.223.99.008.24/219-1

Date: 30/05/2024

CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the 30-May-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 Coder De Dhaka Ltd., House: 45/A, Dilu Road, New Eskaton, Moghbazar Dhaka. - (here-in-after called "the Firm").

Whereas the Client requested the Firm to update and maintenance, certain Software named Update and Maintenance of e-Recruitment Software for Dhaka WASA. The Firm, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract. The Firm Has accepted the Negotiated Price (including VAT & TAX) for the Update and Maintenance of e-Recruitment Software for Dhaka WASA for Administration of Dhaka WASA services for the sum of Tk. 5,20,000.00/- (Five Lac Twenty Thousand Taka 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; 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 will be valid for a period of 12(Twelve) months for existing Software update and maintenance, support service and warranty period) from its effective date of contract signing unless it is extended at mutual understanding of both parties.
- In case of failure to support the goods/software within the scheduled time period, penalty will be imposed as per the rules of PPR-2008.
- Terms & Conditions including Scope of Work, 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 30 (Thirty) days 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 deployment the updated software in live environment and support service shall be charged 0.5 percent of the contract price for each week but can't exceed 10% of the total contract price.
- AMC Contract: After expiry of warranty period, the firm shall compulsorily offer AMC for a minimum of three years, with the cost not exceeding 15% of the contract value. However, DWASA may or may not come into an Annual Maintenance Contract (AMC) with the Firm.

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- **Future Enhancement:** Any changes which arise between the maintenance, support service, and warranty periods as per the client's necessity or for better service-providing purposes, then the firm must deliver those required services within the warranty period for supporting this software. After the expiration of the warranty period, while the AMC period is running or being finished, if any major changes are required which will impact the whole software or the other modules, then those will be considered future enhancements (out of the scope of services mentioned 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 upon by both parties.

Copyright

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

Liquidated Damage/Penalty

The applicable rate for liquidated damages for delay will 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 will not exceed Ten (10) percent of the Contract Price.

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 Supplier is unable to perform any of its obligations under this Contract Agreement as a result of natural calamity/disaster, or unexpected/unwanted/unavoidable circumstances including any order by any Court or the Government Authorities that may occur delay in granting any permission/s by the concerned authority/ies, or any other restrictions beyond the reasonable control of the Supplier. (Hereafter referred to as a "Force Majeure Event"), the Supplier whose performance has been so affected shall not be liable for such nonperformance but shall promptly give notice to the Purchaser and shall do everything reasonably possible to resume performance. If the period of nonperformance exceeds 30 (Thirty) 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 7 (Seven) days terminate this Contract Agreement.

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.

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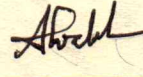
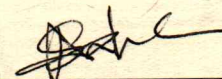
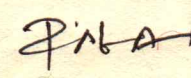


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Non-Solicitation

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.

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 		Signed on behalf of - Coder De Dhaka Ltd. 
Engr. A. K. M. SHAHID UDDIN Deputy Managing Director (O&M) & Senior Systems Analyst (A.C), MIS & Billing Department, Dhaka WASA.		Ashraful Alam Director (Software Development) Coder De Dhaka Ltd.
Witness (1) - 		Witness (1) - 
ARPITA SAHA Systems Analyst, MIS & Billing Department, Dhaka WASA.		Linkan Roy Systems Analyst, Coder De Dhaka Ltd.
Witness (2) - 		Witness (2) - 
MD. SHAHINUR RAHMAN Programmer, MIS & Billing Department, Dhaka WASA.		Md. Alif Khan Rifat Sr. Programmer, Coder De Dhaka Ltd.

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Appendix A: The General Conditions of Contract (GCC)	
ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	The Client is: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA)
1.3	The assignment is single phased
3.1	The source of Public Fund is: Own fund of Dhaka WASA
3.3	The development partner is not applicable
7.1	Materials, equipment and supplies used by the firm are not permitted if they have originated in the countries having no diplomatic relation with Bangladesh
15.1	For clarification of proposals the Client 's address is: Attention: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA) Address: Office of the Senior System Analyst, MIS & Billing Department, 7 th Floor, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215
16.1	The Proposal shall be written in the English language.
17.1(d)	Other documents required to be submitted with the Proposal are: None
19.11	The estimated number of professional staff required for the assignment is probably: 15(fifteen)
19.12	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: Not Applicable
19.13	The minimum required qualification and experience of professional staff are as follows: Project Manager: Minimum BSc in CSE/ICT/IT/SE/CS or IT related subject with at least 4 years of experience in software development. Senior Software Engineer: Minimum BSc in CSE/ICT/IT/SE/CS or IT related subject with at least 3 years of experience in software development. Software Engineer: Minimum BSc in CSE/ICT/IT/SE/CS or IT related subject with at least 2 years of experience in software development. Database Administrator: Minimum BSc in CSE/ICT/IT/SE/CS or IT related subject with at least 3 years of experience in oracle database administration. System Administrator: Minimum BSc in CSE/ICT/IT/SE/CS or IT related subject with at least 3 years of experience in Linux system administration. Support Engineer: Minimum BSc in CSE/ICT/IT/SE/CS or IT related subject with at least 2 years of experience in IT support sector. UI/UX Designer: Minimum BSc in CSE/ICT/IT/SE/CS or IT related subject with at least 1 years of experience in frontend development.
20.1(i)	Training is a specific component of this assignment. The details of training required are: i) End User Training, ii) Technical Training to MIS & Billing Department officers
20.1(j)	Additional information on the Technical Proposal includes: Technical and financial proposal shall be submitted in two different envelopes. All pages of Technical Proposal and Financial Proposal shall be signed & sealed by the person signing the Proposal, failing which, it will be considered as non-Responsive.
21.3(d)	The Reimbursable expenses shall be the following: N/A
23.1	The Client will provide the following inputs and facilities: Application Hosting Server, Network and Training Room
26.1	Proposals must remain valid for 90 days after the submission date.
28.2	The firm must submit 1(one) original for both the Technical Proposal and the Financial Proposal and 1(one) number of soft copies of the Technical Proposal.
29.3(b)	The Proposal submission address is: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA)

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30.1	Proposals must be submitted no later than the following: 08-04-2024 at 12.00 p.m.	
37.2	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:	
	Criteria, sub-criteria	Points
	(i) Specific experience of the Consultant relevant to the assignment	10
	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	
	(a) Technical approach and methodology	20
	(b) Work plan	5
	(c) Organization and staffing	15
	Total points for criterion (ii):	40
	(iii) Professional staff qualifications and competence for the assignment	
	(a) Project Manager	10
	(b) Senior Software Engineer	7
	(c) Database Administrator	6
	(d) System Administrator	6
	(e) Software Engineer	5
	(f) UI/UX Designer	3
	(g) Support Engineer	3
	Total points for criterion (iii):	40
	The number of points to be assigned to each of the above position or discipline shall be determined considering the following three sub criteria and relevant percentage weights:	
	General Qualifications	30%
	Adequacy for the assignment	60%
	Experience in region and language	10%
	Total Weight:	100%
	(iv) Suitability of the transfer of knowledge (training programme)	
	a) End User Training & Technical Training	4
	b) Training approach & methodology	6
	Total points for criterion (iv):	10
	TOTAL POINTS	100
	The minimum Technical Score St required to pass is: 70 Points	
39.7	The formula for determining the financial scores is the following: $F_p = 100 \times F_m / F$ in which F_p is the financial score, F_m is the lowest price and F the price of the proposal under consideration.	
40.1	The weights given to the Technical and Financial Proposals are: T = 0.8 and P = 0.2	
41.1	The address for contract negotiations is: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA)	
48.1	The amount of Performance Security shall be 5% (five percent) of the Contract Price	
53.1	The assignment is expected to commence on 24 th April 2024 at Office of Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA).	
54.4	The name and address of the office where complaints to the Procuring Entity under Regulation 51 are to be submitted is: Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA)	

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Appendix B: The Particular Conditions of Contract (PCC)	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	RFP IDENTIFICATION NO: 46.05.0000.223.99.008.24
1.1 (c) 1.1 (f) 1.1 (k) 1.1 (n)	The Client is Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA). The Firm is: Coder de Dhaka Ltd. Contract effective date is: Date of signing of contract, to be inserted during execution of contract. The Intended Completion Date is: To be inserted during signing of contract
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 : Coder de Dhaka Ltd. Attention : Director Software Development of Coder de Dhaka Ltd.
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: To be inserted during signing of contract
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 : Coder de Dhaka Ltd.
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 3(three) 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: "The firm will not use these documents and software like source code & database without the prior written approval of the client"
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: To be inserted during execution of contract.
GCC 48.1	The Bank Account is: To be inserted during execution of contract.
GCC 50.1	The Contract Price is: To be inserted during execution of contract.
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: Forty (40%) percent of contract price shall be paid upon submission of the inception report (live server deployment with all credentials) duly accepted by the Dhaka WASA

	Final Report: Sixty (60%) 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 completion of the maintenance support service 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)

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Annexure – 1: Terms of Reference

**Terms of Reference (TOR)
for
Update and Maintenance of e-Recruitment Software for Dhaka WASA**

❖ **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.

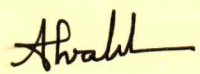
❖ **OBJECTIVES OF THE PROJECT**

The objective of this service is to update and maintenance the e-Recruitment software. All key business process such as Bug fixing, Modify Existing pages (if needed), modification in DB table & other processes (if needed) all has been done into one platform.

❖ **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. The e-Recruitment Software Update & Maintenance module & features are given below:

Module Name	Feature & Functionality/Process
Application Website	➤ Application Website: (a) Job List View (b) Job Apply (c) Payment View (d) CV Create and Update (e) Applicant Apply job List (f) View Admit Card and Download (g) View Appoint Latter and Download (h) Show Exam Date (i) Exam Result Next Step Selected or Not (j) Viva Result Selected or Not





Module Name	Feature & Functionality/Process
Admin Panel	➤ Admin Panel Feature: (a) User Setup (b) User Role Setup (c) Position Setup (d) Job Setup (e) Education Point Setup (f) Grade Setup (g) Applicant List (h) Applicant Short List (Send SMS and Mail when Approve) (i) Unsuccessfully Applicant List (j) Role Generate (Send SMS and Mail) (k) Assign Room (l) Process Admit Card (Send Mail) (m) Admit Card List (n) Upload Test Result (Excel Format) (o) Short List for Viva (Send SMS and Mail when short list final) (p) Viva Final List (q) Viva Selected List (r) Appointment Letter (s) Create Appoint Letter Template
Module Name	Feature & Functionality/Process
API Integration	➤ API Integration: (a) E-nothi (b) NID (c) Payment getaways sslecommerz (d) Nogad (e) SMS (f) Email If API needed all API provided by DWASA

Note: The above scope of works is not fixed. It may change when any requirement comes from the Management of Dhaka WASA.

❖ **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
 - Proper user acceptance Testing.
 - Functional Testing.
 - Load Testing.
 - Penetration Testing

❖ **Code Review**

- Seven working days for code review and handover

❖ **EXPECTED DELIVERABLES**

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

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

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❖ **STAFFING REQUIREMENTS**

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

❖ **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.

❖ **TRAINING**

After updating the application and deploy in live environment training session will be provided by the vendor for Dhaka WASA Technical person.

❖ **Payment Procedure of the work:**

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

- ✦ Inception Report: Forty (40%) percent lump-sum of contract price shall be paid after deployment of updated software in live environment duly accepted by the client.
- ✦ Final Report: Sixty (60%) percent lump-sum of contract price shall be paid after completion the maintenance support service duly accepted by the client.

❖ **DURATION OF THE ASSIGNMENT**

The duration of update and maintenance of the e-Recruitment Software is 12 (twelve) months after signing the contract.

