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Contract No: 46.05.0000.223.32.009.24-302

Date: 18/07/2024

CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the 18-July-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 Design, Development, Testing, Implementation & Maintenance of New Module & Feature of Budget Management System 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 Design, Development, Testing, Implementation & Maintenance of New Module & Feature of Budget Management System Software for Dhaka WASA services for the sum of Tk. 4,40,000.00/- (Four Lakh Fourty 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:

- The Form of Contract;
- The Particular Conditions of Contract (PCC);
- The General Conditions of Contract (GCC),
- The Appendices (1 to 7).
 - Appendix 1: Description of the Services
 - Appendix 2: Reporting Requirements (Not Used)
 - Appendix 3: Personnel and Sub Consultants
 - Appendix 4: Hours of Work for Personnel
 - Appendix 5: Duties of the Client
 - Appendix 6: Cost Estimates
 - Appendix 7: Form of Bank Guarantee for Advance Payment (Not Used)
 - Appendix 8: Form of Bank Guarantee for Performance Security

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.



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- 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.
- **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.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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Dispute Resolution:

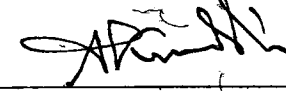
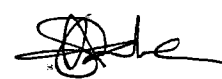
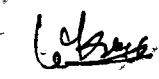
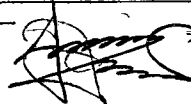
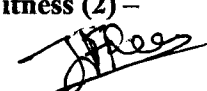
If any dispute arises between the client and the firm, the client or the firm will attempt to resolve the dispute in good faith by senior level negotiations. If such negotiations do not result in a resolution of the dispute within 30 (Thirty) days, the client or the firm shall refer such dispute to sole 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.

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. SHAHIDUL ISLAM Programmer, MIS & Billing Department, Dhaka WASA.		Md. Jannatul Ferdous Redoy Programmer, Coder De Dhaka Ltd.

Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	RFP IDENTIFICATION NO: 46.05.0000.223.32.009.24/150(1)
1.1 (c)	The Client is Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA).
1.1 (f)	The Firm is: Coder De Dhaka Ltd. 45/A Dilu Road, New Eskaton, Moghbazar, Dhaka-1217.
1.1 (k)	Contract effective date is: 18 July, 2024
1.1 (n)	The Intended Completion Date is: 24 August, 2024
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 Facsimile : N/A E-mail : N/A Software Firm: Coder De Dhaka Ltd. Attention : Director (Software Development) Facsimile : E-mail : coderdedhaka@gmail.com
GCC 6.1(e)	The following additional documents shall form the part of the Contract: None
GCC 8.1	Non eligible countries are: Israel
GCC 11.1	The Member in Charge is: Director (Software Development), Coder de Dhaka Ltd.
GCC 12.1	The Authorized Representatives are: For the Client : Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA). For the Consultant : Director (Software Development), Coder De Dhaka Ltd.
GCC 20.1	The Firm shall commence carrying out the Services within 3(three) 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 Consultant is notified of such actions, claims, losses or damages not later than 7(Seven) months after conclusion of the Services.
GCC 34.4(b)	The ceiling on Consultant'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; "Only the client 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: 450000/-
GCC 48.1	The Bank Account is: AC.1816002160, Motijhil Br.Commercial Bank of Ceylon PLC.
GCC 50.1	The Contract Price is: 440000/-
GCC 52.1	Advance Payment: N/A
GCC 53.1	Payment shall be made in line with agreed on outputs according the following schedule: Final Report: Hundred (100%) 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. Also submission of the inception report (Software Requirements Specification and Application Architecture) duly accepted by the Dhaka WASA. Also submission of the interim report (Data flow diagram, ER diagram, Completion of development, Full deployment the source code & database in live server and completion of training) duly accepted by the Dhaka WASA.
GCC 53.3	The Consultant 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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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.
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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:

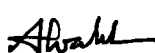
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- (a) *"corrupt practice"* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any 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 :
- (a) exclude the Consultant from further participation in the particular Procurement proceeding; or
 - (b) 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

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| 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 | 19.1 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 | 20.1 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 | <p>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.</p> <p>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.</p> |





- 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 and adequate supervision of the Services.</p> |
| 27. Removal and/or Replacement of Personnel | <p>27.1 If the Client:</p> <ul style="list-style-type: none"> (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, <p>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).</p> <p>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.</p> |

D. Obligations of the Consultant

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| 28. Standard of Performance | <p>28.1 The Consultant shall:</p> <ul style="list-style-type: none"> (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. |
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[Signature]

- 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** 33.1 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

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- 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.

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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-consultant's 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

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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.

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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

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5D. Appendices

Appendix 1 Description of the Services

This Appendix will include the final **Terms of Reference** worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, delivery of reports, documents, place of performance for different tasks, specific tasks to be approved by Client, etc.

Terms of Reference

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Terms of Reference (TOR)

● Design, Development, Testing, Implementation & Maintenance of New Module & Feature of Budget Management System Software for Dhaka WASA

A. Overview

Dhaka Water Supply & Sewerage Authority (DWASA) was established in 1963 as an independent organization with the mandate of Water Supply and Sewage disposal to the city dwellers of Dhaka. In 1990, Water Supply service of Narayanganj city also came under the purview of DWASA. Its activities have been reorganized by 'The WASA Act, of 1996' and according to this act, DWASA is now operating as an autonomous body with corporate culture in its management & operation.

Recently, the DWASA proposed development of a system as part of the Smart Dhaka WASA. The DWASA is mandated to undertake web-based software activities for the account division.

Dhaka Water Supply & Sewerage Authority (DWASA) was maintaining paper-based manual system for budget management. Although, record keeping to some extent is not so difficult but generating reports has become a major problem area in the current system. Based on this Dhaka Water Supply & Sewerage Authority (DWASA) has decided to develop an automated customized web-based software which will keep records and generate daily, weekly or any periodical reports of account department to get automated those are normally prescribed for day to day activity.

The main objective of this project is to bring the entire budget section of account division of Dhaka Water Supply & Sewerage Authority (DWASA) of under one network and one central database with MIS.

Besides to record this information and to maintain these large volume of data is very difficult and error prone. The proposed module is designed to overcome all these problems and make the process easier

B. Objectives

The Budget management software will be a web based system to keep a record of all the data and information related to Budget Management System at account division. The budget office can generate different types of meeting report and top sheet through this system. The system should enable data input from multiple sources and compute that information and make it available for online.

The project should automate the existing partial manual system of budget section, all the basic facilities will be accumulated in this automated system.

The development of New Module & Feature of Budget Management System Software for Dhaka WASA aims to:

- Provide easy access to get information
- Improve data integrity and transparency
- Minimize human errors
- Reduce face to face interaction
- Improve efficiency of the data collection, analysis and information dissemination
- Ensure accountability of the staff.
- SSO supportiveness.

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C. Scope of Services

The DWASA enhancement scope has to be expanded through 3 main stages:

1. Requirement analysis and Implementation Stage
2. System Stabilization, User Acceptance Test and code review stage
3. Support and Maintenance Stage

1) Requirement analysis and Implementation Stage:

The selected firm will have to study the service process. The firm will come up with System Requirement Specification (SRS) to develop a good system after consulting with the users/stakeholders. Once the system is developed users will be trained to use and then the system will be piloted. Justified recommendations will be incorporated into the system and then final testing will be carried out before implementation of the system and other relevant solutions.

2) System Stabilization and User Acceptance Test stage:

The firm shall complete the following activities for the period of scheduled months after the delivery complete:

- Dedicated On-site support to the DWASA with the development team still on board.
- Preparation of UAT environments.
- Incorporate all minor and major changes such as changes in database objects and relationships among the objects, system workflows, core modules if required, and other necessary and critical changes which impact the overall working functionalities of the respective line agencies system.
- Training and workshops wherever necessary as desired by the DWASA.

3) Support and Maintenance Stage:

After System stabilization and User Acceptance Test complete, the firm shall provide free Support and Maintenance support for a period of remaining 1 year after the system is officially launched. The firm shall perform all maintenance activities related to the following:

- Trouble shooting at both Applications level and User level.
- Assist the ICT focal person of the DWASA in operation of the Systems.
- Solution up-gradation such as installation of patches, fixing bugs, minor changes, higher versions of the applications, etc.
- Prompt attention to the issues raised by the DWASA and line Agencies.

a) User Types

Serial	Agency	Users	Functionality
01	DWASA	DWASA Officials	Operation
02	System Admin	IT Personnel	Admin
03	Account Division	Officer's	Data Entry, Download and print reports.
04	Different Division	Officer's	Data Entry, Download and print reports.

b) Detailed scope of work to be covered as part of this Document:

- Study the existing procedure of the various stages of work of account divisions at DWASA and document it with workflow diagrams and get acceptance of the client.
- Apply process re-engineering wherever possible and propose TO-BE workflow diagrams. Obtain a user acceptance on the TO-BE workflow diagrams from the client.
- Prepare Software Requirement Specifications (SRS) or Business Requirement Specification (BRS) document and Software Design Document (SDD) for the computerized web-based system and submit the same along with workflow diagrams.

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- On acceptance of the SRS/BRS, design and develop a non-functional prototype that is in line with the requirements indicated so that client gets the feel of the system that is being developed and provides necessary feedback on the frontend aspects.
- On acceptance of the non-functional prototype by DWASA, design and develop an appropriate software package that is in line with the requirements indicated.
- System Development and Deployment
 1. Finalization of Software Requirement Specifications and SRS based on the Acceptance.
 2. Architecture Design for the solution including the Security Level Designs.
 3. Application development of all the system enhancement requirements.
 4. Technical testing of all the components.
 5. Submit the test cases and test plans to the DWASA.
 6. Trial Run of the enhanced system.
 7. All the Requirement, Design, Configurations and Development methodologies have to be well documented and handed over to DWASA.
 8. Well commented source codes, database scripts, test scripts, etc. to be handed over to DWASA.
 9. The framework for system development should not be obsolete but it should be current and progressive.
- System Stabilization and UAT
 1. Support in terms of System stabilization and making Systems acceptable by the DWASA for duration of 12 months from Project delivery acceptance.
 2. **Figma** Approved workflow should be fully reflected in UAT.
 3. The contract with the Firm shall not be withdrawn at this phase of the project.
 4. Meet all requirements through UAT preparation and UAT completion.
 5. Support and recommend best practices Solution.
- Support and Maintenance
 1. Support and Maintenance for 01 year from project delivery acceptance.
 2. Solution up-gradation such as installation of patches, fixing bugs, incorporating minor changes, higher versions of the applications, etc.

D. Modules of the System

Budget Management System Software for Dhaka new module & features are given below:

1. Income.
2. Income and Expenditure Schedule Top Sheets.
3. Budget Clearance.
4. Report Modification.
5. Budget Adjustment.
6. Segregation of Salary and Allowance.

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Module Name	Feature & Functionality/Process
Income	➤ Sub Assistant Engineer: (a) Create Income Requisition (b) Check Income Requisition Report (c) Create, Edit, Update Income Requisition (d) Forward Income Requisition (e) Download PDF, Excel Requisition Report
	➤ Assistant Engineer: (a) Observation Income Requisition (b) Forward & Backward Income Requisition (c) Download PDF, Excel Requisition Report
	➤ Executive Engineer: (a) Observation Income Requisition (b) Forward & Backward Income Requisition (c) Download PDF, Excel Requisition Report
	➤ Circle Head: (a) Observation Multiple Division Income Requisition (b) Forward & Backward Income Single or multiple Requisition (c) Download PDF, Excel Requisition Report
	➤ Wings Head: (a) Observation Multiple Division Income Requisition (b) Forward & Backward Income Single or multiple Requisition (c) Download PDF, Excel Requisition Report
	➤ CAO: (a) Observation Multiple Division Income Requisition (b) Forward & Backward Income Single or multiple Requisition (c) Download PDF, Excel Requisition Report (d) Send income Requisition to budget division
	➤ Budget Division: (a) Observation Multiple Division Income Requisition (b) Meting Call 1. Cost Center Demand Meting 2. Budget Committee Meting 3. Board Meting 4. Ministry Approval 5. Income Demand Allocation (c) Download PDF, Excel Requisition Report (d) Forward & Backward Income Single or multiple Requisition

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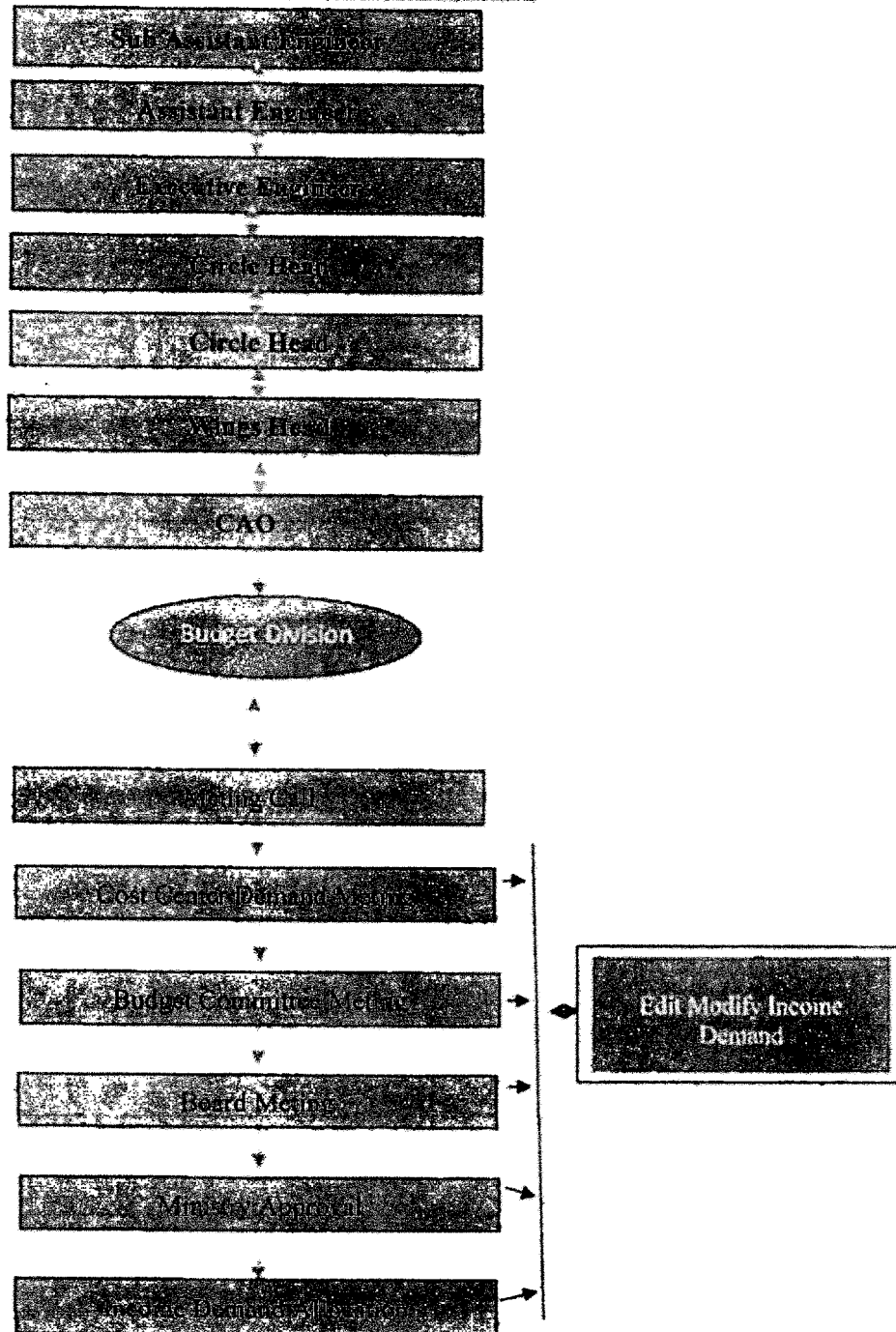


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Zone/Division Income Demand



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Module Name	Feature & Functionality/Process
Budget Clearance	➤ Sub Assistant Engineer: (a) Create Budget Clearance Certificate (b) Check Budget Clearance Certificate (c) Create, Edit, Update Budget Clearance Certificate (d) Forward Budget Clearance Certificate (e) Download PDF, Excel Budget Clearance Certificate
	➤ Assistant Engineer: (a) Observation Budget Clearance Certificate (b) Forward & Backward Budget Clearance Certificate (c) Download PDF, Excel Budget Clearance Certificate
	➤ Executive Engineer: (a) Observation Budget Clearance Certificate (b) Forward & Backward Budget Clearance Certificate (c) Download PDF, Excel Budget Clearance Certificate
	➤ CAO: (a) Observation Multiple Division Budget Clearance Certificate (b) Forward & Backward Budget Clearance Certificate (c) Download PDF, Excel Budget Clearance Certificate (d) Send Budget Clearance Certificate to budget division
	➤ Budget Division: (a) Observation Budget Clearance Certificate (b) Check Budget Head, Budget Amount, Remaining Amount, Generate Budget Clearance Certificate & Approve Budget Clearance Certificate. (c) Download PDF, Excel Budget Clearance Certificate (d) Forward & Backward Budget Clearance Certificate

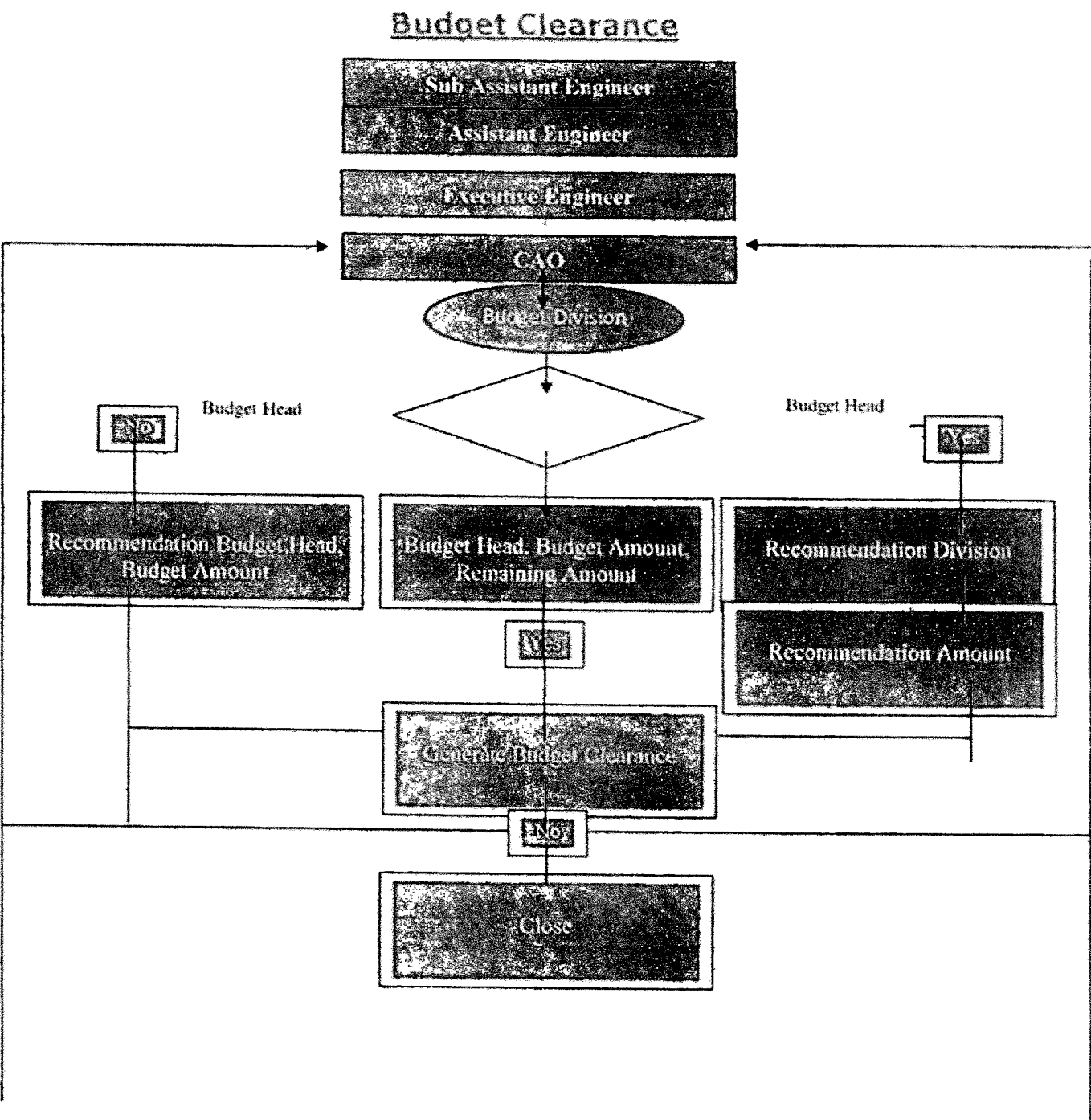
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Module Name	Feature & Functionality/Process
Income Schedule	➤ Schedule 1: (a) Demand (b) Meting (c) Budget Meting (d) DWASA Board Meting (e) Ministry (f) Final Allocation ➤ Schedule 2: (a) Demand (b) Meting (c) Budget Meting (d) DWASA Board Meting (e) Ministry (f) Final Allocation ➤ Schedule 3: (a) Demand (b) Meting (c) Budget Meting (d) DWASA Board Meting (e) Ministry (f) Final Allocation ➤ Schedule 4: (a) Demand (b) Meting (c) Budget Meting (d) DWASA Board Meting (e) Ministry (f) Final Allocation ➤ Schedule 5: (a) Demand (b) Meting (c) Budget Meting (d) DWASA Board Meting (e) Ministry (f) Final Allocation ➤ Schedule 6: (a) Demand (b) Meting (c) Budget Meting (d) DWASA Board Meting (e) Ministry (f) Final Allocation ➤ Schedule 7: (a) Demand (b) Meting (c) Budget Meting (d) DWASA Board Meting (e) Ministry (f) Final Allocation

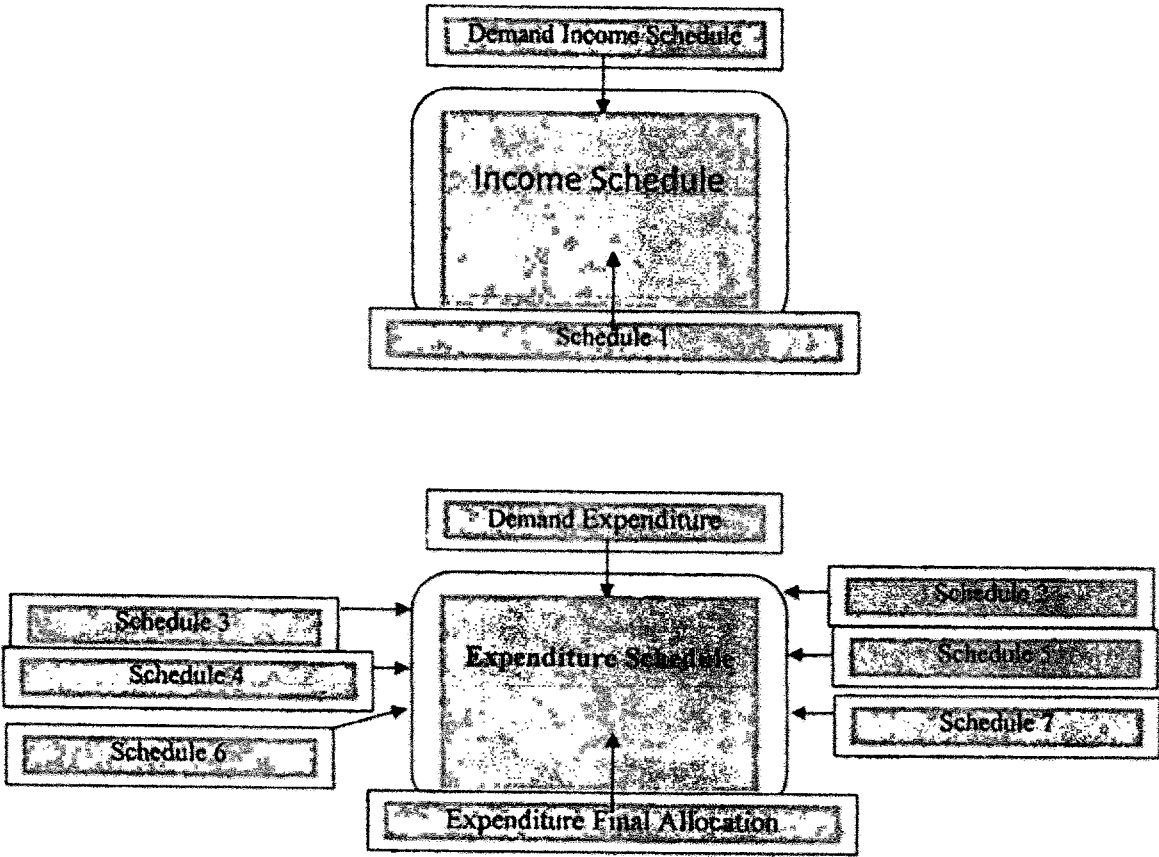
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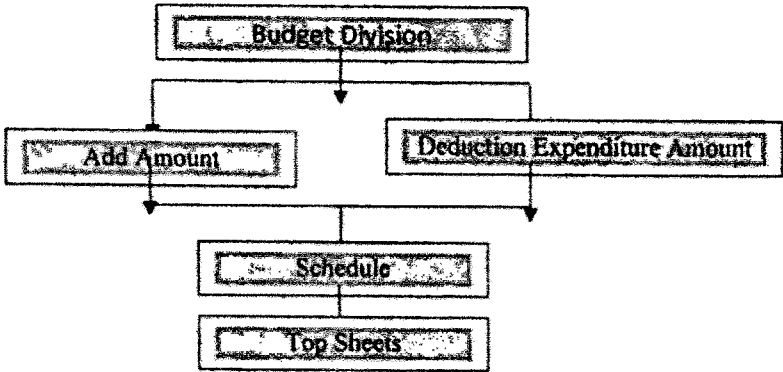
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Module Name	Feature & Functionality/Process
Budget Adjustment	➤ Budget Division: (a) Observation Budget Income & Expenditure (b) Add Income Amount (c) Deduction Expenditure Amount (d) Automatic add or deduction amount hit to schedule & top sheets reports (e) Download PDF, Excel Budget Adjustment Report



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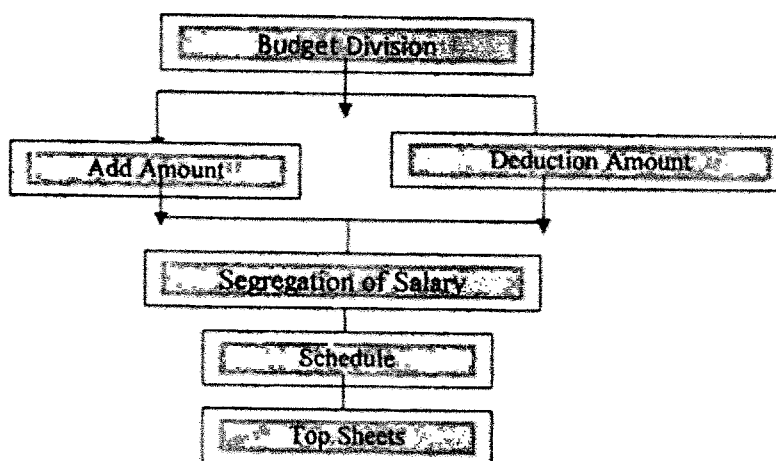
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Module Name	Feature & Functionality/Process
Segregation of Salary and Allowance	➤ Budget Division: (1) Segregation of Salary (a) basic pay (b) Allowance (2) Automatic Segregation of Salary hit to schedule reports (3) Download PDF, Excel Budget Segregation of Salary and Allowance Report



Module Name	Feature & Functionality/Process
Income and Expenditure Top Sheets	➤ Top Sheets: (a) Demand (b) Metting (c) Budget Metting (d) DWASA Board Metting (e) Ministry (f) Final Allocation

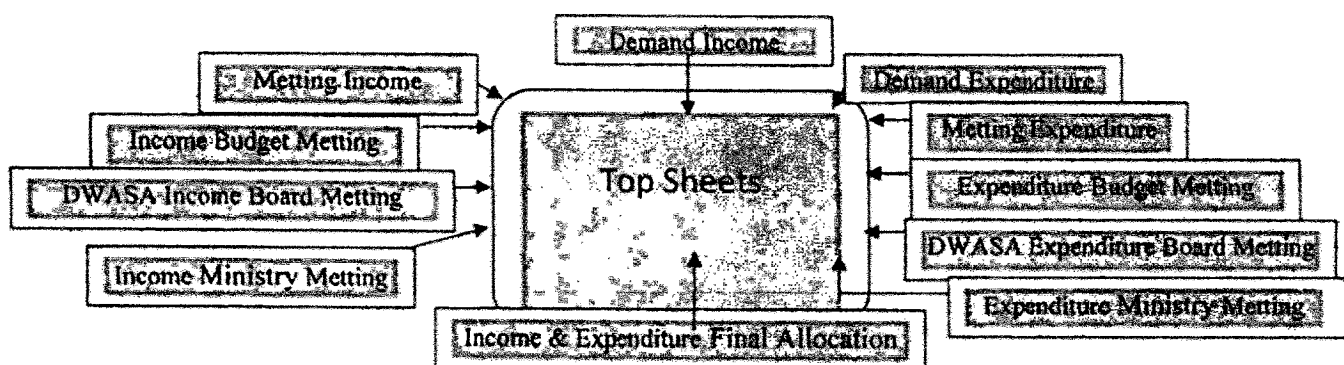
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E. Technical Requirements

Usage: The system will be a web-based system that will be used for a number of detail situated at account division. The operations will be performed in a server placed in the premise of the DWASA office as well as suitable web-based hosting systems.

Development Methodology: The consultancy firm should strictly follow some sort of development methodology during the project development.

- The consultancy firm shall carry out assessment on existing list of services and technologies to optimally allocate or determine the product backlogs. It shall also consist of workflow.
- The product backlog must consist of related services or processes of different services to efficiently carry out process.
- The consultancy firm shall carry out user requirements of each product backlog separately and get SRS to initiate the implementation of the first sprint.
- The consultancy firm shall also sign off on each test case and present each sprint backlog integrated with the data hub staging environment. This will help in better user acceptance of the system.
- During the enhancement of the services, it should be first tested in the development machines of the consultancy firm by the testers from the consultancy firm side following which access will be provided with the staging environment of the data hub where the services should be thoroughly tested before releasing it to the production environment with live data.
- Only successfully tested product backlog in the staging environment shall be migrated and released in production environment.
- After the user acceptance test succeeds, the system has to be deployed for live operation.

Platform support: The system must be portable. It should run in major operating system platforms such as windows (32/64-bit Windows 2007 and later), Linux, Macintosh, Android (Android 4.0 and later) and iOS. If a browser-dependent system is developed, then the system must be compatible with and well rendered in Microsoft Internet Explorer 11 and above, Mozilla Firefox 50.0 and above, and Google Chrome 55.0 and above.

Responsiveness: The system must run on any screen sizes. Using modern UI frameworks for responsive design is mandatory in major devices like Mobile, PC, Laptop, Notebook, Tab, etc. The system should have the necessary API support for integrating mobile applications in future.

Security: All the resources and documents used in this group will be highly confidential. The consultancy firm must provide SSL (Secure Sockets Layer) certificate (Grade 2) for the site. The selected firm should ensure that the system developed is secured in nature so that both the back end system and front end user are not exposed to any kind of data manipulation and threat to the whole system. Should there be any problem related to it, the firm is responsible to ensure proper security and protocol measures adopted. The consultancy firm must conduct standard testing (security testing, load testing, etc.) and submit its logs and reports to DWASA office. The consultancy firm shall be responsible to fix any vulnerability related to the system within the project contract period.

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Data Integrity:

- Automatically cross check for data consistency and perform data validation to maintain data integrity when entering and importing data. Any data integrity problem should be flagged.
- The DWASA System should flag any conditions that impact the data integrity, and revoke any associated transactions.
- Some fields may be mandatory while the others are optional. If mandatory fields are not completed, then the DWASA System should reject the data capture form.
- Data entry checks should be performed wherever possible (e.g. dates, numeric data), with a prompt for the user to correct the information.

Audit Trails: The DWASA System should maintain complete logs of all the activities performed by authorized users. The logs should keep such data like "date and time stamp", name of user, old value, new value, login date and time, log out date and time, etc. For public users, the system may keep the IP and MAC address with date and time stamp.

Data Quality Matrix:

- The firm should develop a publicly accessible Data Quality Matrix which will show the status of updating data.
- The Data Quality Matrix will have graphical and textual representation.

Coding Guideline: The consultancy firm must manage its source code through standard source code management tools like SVN, Git and Trac, so that many programmers can work in parallel without duplication of work. It will also be a useful tool to track previous versions of the codes and will be useful for debugging purposes. The vendor must follow the secured coding guideline prescribed by Bangladesh Computer Council (BCC) e.g. protecting from SQL injection, Cross-Site Scripting (XSS), etc. Don't Repeat Yourself (DRY) principle in coding is recommended.

Naming Convention /standard: In order to keep source code organized, vendors must strictly follow standards for forms, reports, database, triggers, views, stored procedures, coding etc. across the systems they develop.

Hardware Suggestion: A list of available computer, server, networking and other peripherals will provide to the consultancy firm. Based on this specification the system will be operated.

Resource requirements: The resources required by the system should not be too high and must be usable by normal users. The system should be able to perform its operation without hindering the normal usability of the computer system.

Development Language: The consultancy firm should use JavaScript, Ajax, jQuery, SQL, PL/SQL, HTML5, CSS3. The application is recommended to be implemented using web based latest frameworks like "Oracle Apex 22.1" since they adequately address protocols and standards including application security and manageability.

Database System: The database for the application is recommended to be implemented using Oracle Database. The application is recommended to be implemented using latest version of Oracle DB like 19c, 21c. In case, the consultancy firm chooses to propose any third-party tool(s) for the solution for tuning performance, adding security features, or rapid application development, or any specific add-in software package required for analysis and processing data, full justifications and cost must be provided in the proposal.

Extendibility: System should be scalable and upgradeable as and when the number of users and contents increases.

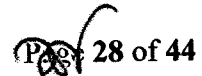
Concurrent Access: Maintain and ensure that the system supports maximum concurrent users.

User Notification: Email and SMS services will be provided by the system to the users for notification. The vendor should provide a free bulk SMS service once a month for the monthly deposit and once a year for the annual statement to every PF member during the one-year support and maintenance period.







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General Features: The proposed System should comply/adhere to following technical requirements/functionalities, but not limited to:

- Implement data validation for both client and server
- Don't Repeat Yourself (DRY) principle in coding is recommended
- Implement "Search | Add | Modify | Delete | Save | Cancel | Preview | Close" operations and auto save if the users are idle for 60 seconds
- Adopt Role-Based Access Control (RBAC) to authorize users' access to system resources based on roles
- Maintain consistent aesthetics and UI of the software
- The web-based software should have provision to support interactive maps. This requirement can be provisioned both from front-end APIs and backend database system design by incorporating appropriate UTF based locale support.

Planning: The vendor must provide a detailed plan of how they will hand over the codebase and developed system to the client after completing the project. The detailed plan should include training schedules and materials such as design docs, user guide, API docs, technical details of techniques, codebase with proper documentation, etc. that need to be delivered.

System Requirement Specification (SRS): A System Requirement Specification (SRS) must be produced. It should identify and document the user requirements & technical requirements of the DWASA system, as follows:

- Provide a detailed specification and description of the functionalities provided by the DWASA Office & its behavior for each required use case and in response to all relevant inputs and conditions.
- The SRS should be submitted to the DWASA Office for approval.

System Design Description (SDD): A detailed System Design should be produced, documented in a system design description (SDD), which provides a detailed description of the module structure and module functionality, the underlying system architecture of the DWASA system including table structure, entity relationship diagrams, object models, page specifications, etc. The SDD should also include a process/data flow diagram of the system.

- The SDD should be submitted to the DWASA Office for approval.

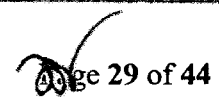
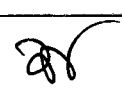
Quality Assurance and Operational Acceptance Testing (OAT)

- The software Development Firm must prepare test plans, operational acceptance criteria and that should be approved by the DWASA Office.
- Conduct user acceptance testing and obtain operational acceptance.
- The DWASA Office will arrange for a group of users to participate in testing of the DWASA System to validate and verify that it meets all the functional requirements as set out in the approved System Requirement Specification (SRS) and System Design Description (SDD).
- These users will first need to be trained on the DWASA System before performing the OAT. Users will work from test scenarios developed jointly by the Software Development Firm and the DWASA Office. As each Scenario is completed, the user will note whether the test was completed satisfactorily and whether there were any errors or unexpected results. The Software Development Firm must correct any OAT issues. Any features or functionalities that fail OAT must be retested once corrected.
- Once OAT has been completed, the Software Development Firm should prepare a summary of the test results and the steps that were taken to address any issues or problems identified. In the event of any disputes about the conduct or result of testing, The DWASA Office will provide to the Software Development Firm in writing a description of the issues with specific recommendations as to how to address them. The Software Development Firm must then take appropriate steps to resolve any issues.

Documentation and user manual: Proper documentation for all the software components and APIs must be supplied in a standard format. User manuals for general and administrative users should also be provided for the developed software. The consultancy firm also has to provide the installation and troubleshooting manual.

System Handover:

- The Software Development Firm will be responsible for transferring system operation to the DWASA Office. In preparation the Software Development Firm must provide comprehensive training to the key officials before the system transfer. The Software Development Firm will provide a checklist of handover items with

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the DWASA Office so that it can be verified that all required tasks are completed before transfer of the DWASA System.

- Formal acceptance of the DWASA System will be indicated by the issuance of an Operational Acceptance Letter by the DWASA Office.

System Ownership:

- The DWASA System that is designed and developed during this assignment will be owned by Dhaka Water Supply & Sewerage Authority (DWASA).
- The Software Development Firm must submit all system related documentations and the most updated source code, without any preconditions to the DWASA Office.
- The consultancy firm will have no right to commercially use or apply the software elsewhere.

F. Project General Requirements

Installation, Configuration:

- The system should be installed on a standard server (For UAT DWASA UAT server & for live DWASA Live server)
- The domain name has to be configured
- The cache should be configured
- Standard SSL certificates have to be configured
- Attachment storage should be configured
- The replication system has to be configured.

SMS Service:

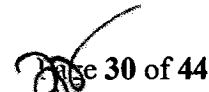
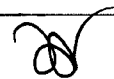
- The SMS services will be provided by the system to the users for notification.

Backup and Restoration:

- The System should support the Standard Periodic and On-Demand backup. **
- The System can be restored from the backup if needed. **

Maintenance and Troubleshooting:

- The maintenance shall include that the web-based software designed and developed by the firm under this Contract shall have no defect arising from the design or workmanship or from any act or omission of the consultancy firm that may develop under normal use of the supplied software. The consulting firm shall specify normal operating environmental conditions in the Contract.
- The consulting firm has to provide a comprehensive onsite support for maintenance and troubleshooting related issues for one year for free of cost from successful submission. The maintenance period will be effective upon the issuance of the Operational Acceptance Letter by the DWASA Office. During the maintenance period the Software Development Firm must maintain the warrantee procedure.
- DWASA System against defects in the operation and functionality of the DWASA System and they must solve the issues if any.
- The DWASA shall promptly notify the consultancy firm in writing or verbally of any claims arising under this warranty. Upon receipt of such notice, the consultancy firm shall, within the maintenance period and with all reasonable speed, repair or replace the defective systems, without costs to the DWASA and within the time specified and acceptable to the DWASA.
- During the maintenance period, the consultancy firm will provide all updates, patches/ fixes, version upgrades and new versions if any within 7 days of their availability and should carry out installation and operationalization of the same at no additional cost to the DWASA.
- If the Consultancy firm, having been notified, fails to rectify the defect(s)/bug(s) within the period specified, the DWASA may proceed to take reasonable and remedial action as may be necessary as per this document.

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- After the free maintenance period is over, the consulting firm would provide the maintenance support under a Service Level Agreement (SLA). The vendor must state the detailed service procedure and payment rate in the proposal.
- The consultancy firm hereby represents and warrants that the system so developed will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the consultancy firm shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for development of the system.
- The system proposed to be developed and maintained by the consultancy firm represents a complete, end-to-end integrated solution meeting the DWASA Line Agencies' requirements and will provide the functionality and performance, as per the terms and conditions.

Confidentiality of Data:

Since some of the Agency specific information, findings and legacy data handled by the consultancy firm during the engagement of the Project assignment is classified and restricted in nature, all the team members from the consultancy firm must sign a Non-Disclosure Agreement with DWASA.

Up-gradation:

- The software must have the up-gradation facilities if the client changes its requirements.
- In case of system up-gradation or changing requirements, the client will pay the consultancy firm after warranty period based on mutual understanding and the volume of work.

User Registration/ Password Recovery/ Access Control/ SSO support:

- There should be many types of users. All of the authorized user controlled by user ID & password.
- DWASA System should keep authorizing the user's minimum information to register them into the system. There should be a password recovery system using two factor authentications without admin help.
- User can also login into this system through SSO support. SSO API need to be included.
- Adopt Role-Based Access Control (RBAC) to authorize users' access to system resources based on roles

System Administration:

- System Administrator should have a control panel to configure the system.
- The system should provide a user-friendly Look and feel Dashboard.

SSO Support:

- The system should support Single Sign On (SSO).
- Any DWASA id holder can easily sign in into this Budget Software through SSO software.

Report Generation:

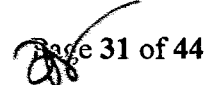
- The system should be capable of generating Dynamic [Parameter change] Reports based on chosen attributes.
- Report Header and Footer should be customizable.
- The system should integrate the graphical representation for the visualization of data. e.g. Bar chart, Pie chart, Line chart, etc.
- All Basic Forms should be generated by the system in appropriate templates.
- All the reports and forms should be downloadable and printable.
- Standard suitable reporting tool shall be used for reporting.

Data Import and Export:

- The system should be capable to import data from .xlsx or .csv files



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- Documents / Pictures / Files should be attachable to the system.
- The system should be capable of exporting data in .xlsx, .doc / .docx, .csv and .pdf format.

Data Backup

- The system should backup it's date 1 times a day.
- Previous ten days will store into backup server

Data Searching and Sorting:

- The system should provide a dynamic searching facility based on chosen attributes
- The searched results (data) should be in standard sorted order.
- The system should have the searching facilities based on the specific range of the attributes.
- The system must provide efficient and optimized searching and sorting facilities.

Acceptance criteria:

- Signed scope of the project should be fully delivered.
- The DWASA will accept the commissioning and project completion only after getting an acceptance letter from all respective division.
- A team consisting of representatives from the DWASA, selected IT consultancy firm, and ICT Officials from consultancy firm will verify if all the components of the solution are working fine and if the stakeholders are satisfied with the system enhancement.

Quality of Work:

- The consulting firm shall ensure quality while implementing the system at all times. The consultancy firm will evaluate this in the long run.

Change Management Contract: The Consultancy firm shall provide post implementation support under a Change Management Contract. The change management shall be need based and shall include:

- Incorporation of new requirements due to change in rules and procedures at the clients site.
- The major changes will be considered as new scope but minor changes will not come as new changes.

G. Experience, Resources and Delivery Capacity Required

The Firm shall be evaluated using, but not limited to, the following minimum criteria:

- The consulting firm must have legal capacity to signing the contract.
- The firm shall not have any litigation history of the last 3 years.
- The firm must have valid software firm registration, valid up-to-date Trade License, TIN, BIN certificate, Income tax return of last 1 years, VAT Registration certificate, Bank solvency certificate and project completion certificate from client.
- The Software Firm must have minimum 03 (Three) years of working experiences in Software Development as a legally registered entity in Bangladesh.
- The Software Firm must have successfully executed at least 03 (Three) projects of software/solutions in Government/Semi-Government/Autonomous/Multinational organizations in Bangladesh within the last 5 (five) years.

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H. CV Qualification

Sl.	Designation	Month	Qualification (Education and Experience)	No. of Staff
1	Project Manager	2	Bachelor's degree in Computer Science and Engineering. Ten (10) years of professional working experience in a similar project. Ten (10) years of demonstrated experience. • Having PRINCE2/PMP will get preference. • Strong communication skills in presenting, discussing, and resolving difficult issues. Ability to work efficiently and effectively in a multidisciplinary team.	1
2	Senior Software Engineer	2	• Being involved in all aspects of software development lifecycle from requirements, design, and build through deployment. • Translating business requirements into working foundational components for platform thus ensuring functional and non-functional aspects are met. • Guide a pool of Software Engineers including, programmers, analysts and support specialists. • Architecting platforms that are highly scalable, responsive and would serve as a foundation for building key enterprise components. • Documenting architectural standards, best practices and mentoring application teams on developing highly distributed, resilient and responsive applications. • To work with deployment and infrastructure teams to provision application software and platform components. • Effectively identifying opportunities for change, implements change and introducing new concepts, procedures, policies and tools while providing a clear explanation of benefits and purpose. Qualification and Experience • At least Bachelor's Degree in computer science/Computer Science & Engineering or IT related Subjects. • Must have at least 5 years of Practical experience of working in software development out of which at least 3 years of experience in Java and related frameworks (Spring MVC, Spring Boot, Hibernate etc) • 3+ years of practical experience in React JS, Vue.js. • Proficient with Software, Debugging, software customization, HTML/CSS, scripting language (e.g. Linux shell scripting) etc. Having strong problem-solving skills and ability to work independently or in a team	1
3	Business Analysts	1	Bachelor's degree in Computer Science and Engineering. Five (5) years of professional work experience in the role, or in a similar one.	1
4	Software Engineer	1	Bachelor's degree in Computer Science and Engineering. Five (5) years of professional work experience in the role, or in a similar one, such as Application Developers. 3 years of practical experience of using JavaScript, Ajax, jQuery, SQL, PL/SQL, HTML5, CSS3, Oracle Database. etc. In-depth	2

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			knowledge of the services and concepts of the web architecture. Ability to set up and configure the web environment. Ability to deploy and implement web solutions. Ability to design scalable and accessible web-based applications. Working knowledge of managing and monitoring the performance of web applications.	
5	Database Administrator	1	Bachelor's degree in Computer Science and Engineering. Must have Oracle Certification Program (OCP) 19c/21c database administrator certificate. Five (5) years of professional work experience in a similar role. In-depth knowledge of designing scalable and highly available web database solutions. Demonstrated large-scale project development and leadership skills. Ability to manage a solution that can span multiple database solutions. Ability to test high availability and disaster recovery strategies periodically.	1
6	Software Testing Engineer	1	At least Bachelor's Degree in computer science/Computer Science & Engineering. Must have 2 years of Practical experience of software quality assurance and testing. Practical experience of using automated testing tools (i.e JMeter, Selenium, Rational Rose or equivalent) is must. Having strong problem-solving skills and ability to work independently or in a team.	1
7	Support Engineer	1	Bachelor's degree in any business-related fields. Three (3) years of professional work experience in the role, or in a similar one. In-depth knowledge of the handling live chats.	1

I. Timely Completion

Project Development:

- The entire work of software development and testing should be completed within **2 (Two) months** from the date of award of work.

Maintenance and Support:

- The vendor will have to provide two years of maintenance and support for the system for 1 (One) year in consultation with DWASA after the completion of the maintenance period.
- The vendor will be required to provide dedicated and continuous maintenance support to fix identified bugs. The bugs will be reported via email by the Client to the vendor.

a) Detailed Deliverables from the Consultancy firm:

The lists of deliverables from the selected consultancy firm are as follows:

- System Requirement Specification (SRS) document containing detailed requirements captured based on User and Functional requirement gathering exercise conducted by Consultancy firm with each agency and analyzed including Functional Requirements, Interface Specifications, and Application Security Requirements.
- High Level Software Design Document including Software Architecture Design, Logical and Physical Database Design (ER Diagrams) etc.
- Low Level Software Design document including Programming Logic, Work Flow,
- Data Flow Diagrams (DFDs) etc.
- Security Level Design document.

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b) Application Developments

- Well-commented Source Code (Application development) for all system enhancement work.
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Report, Security Test Plan, Load Test Plan, Regression Test Plan)
- Unit Testing
- Load Testing
- Integration Testing
- Implementation of Security Policy
- Testing Documentation (including details of defects/bugs/errors and their resolution)
- All database scripts.
- Setup and Release notes for each new release.

c) Compliance to IT standards and protocols

- All the components developed shall be as per the IT standards and protocols.

d) Project Sign-Offs

- SRS Sign-off
- Design Documents and Prototype Acceptance Sign-off
- Delivery Sign-off
- UAT Sign-off
- Project Exit Sign-off

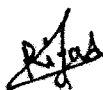
J. Project Management Review

The DWASA would review the progress of the project at regular intervals. The selected consultancy firm should send weekly progress reports & monthly status reports to the DWASA. The selected consultancy firm has to obtain necessary concurrence from the DWASA if there are any slippages in the deliverables as mentioned in the earlier. The review would be supported by project ICT focal officer

K. Training and Knowledge Transfer

The consulting firm will be responsible for the knowledge transfer on the enhanced systems, not limited to:

- Train and engage the ICT personnel from the consultancy firm during the entire system development cycle to ensure that proper transfer of knowledge is being provided to the DWASA.
- Before the commencement of the project, the system developer should in advance train the assigned ICT Officials for a minimum of one week on the use of framework, on which the system will be developed.
- System developers should work collaboratively with ICT Officials, so that the transfer of knowledge can be very smooth. Further, as ICT Officials represent the agency, the consultancy firm's developer is mandated to report to assigned ICT Officials weekly on any matter related to system development, and review the progress accordingly before forwarding to the project management.
- System developers should explain the detailed logical sequence of code flow between database and corresponding classes, and its functions within the code to the assigned ICT Officials, including





the interface design. Similarly, the System Developer should also explain database design with assigned ICT Officials, and explicitly mention the relationship of tables inside the Database to the assigned ICT Officials.

- Conduct for key agency personnel from DWASA comprehensively and adequately with well-prescribed manuals and references.
- The training shall be conducted at DWASA Conference Room or any previously select venue.
- Adequate training of Master Trainers shall be conducted only after testing and acceptance of the system by DWASA. The Consultancy firm shall provide relevant training materials to the master trainers from the DWASA with no escalation in the cost.

L. Facilities to be provided by the Client

The DWASA would provide the following facilities:

- The DWASA shall provide access to its network infrastructure and server.
- The DWASA will provide a technical committee (Technical Working Committee and IT Support team) and will liaise with the consultancy firm for any technical aspect.
- The DWASA shall make the necessary logistical arrangements for training like training room, computer.

M. Time Schedules

The implementation schedule for the project is as following:

- The consultancy firm needs to submit a detailed project plan on the commencement of the project.
- The DWASA may also prioritize the deliverables and can ask the consultancy firm to incrementally implement the high priority items initially during the Development Phase. The DWASA would conduct periodic reviews and audits of the work done by the consultancy firm.

N. Payment Schedule

Payments shall be made in line with agreed-on outputs according to the following schedule: if

The payment modality for software / system development may be as per following phases:

- **Hundred (100) percent** of the contract amount will be paid after successful completion of (development and operation phase) and upon submission and acceptance of **inception report, live system deployment report, Deployment of other services, Training, full-fledged live operation report and project/whole budget software completion report.**
- **Inception Report:** At the end of the second month from the date of the commencement.
 - Review the Terms of Reference and propose methodology of the project.
 - Selection of Tools and technologies for the project
 - Requirement Analysis and Design

Terms of Reference

- Preliminary study for existing system of DWASA.
- Requirement gathering through consultation with DWASA.
- Gap analysis of existing Billing system, Hardware, Network and Security
- Assessment of hardware, network and security considering all related software and hardware requirement.
- Detailed discussions with concerned DWASA officials to understand the overall objectives of the assignment.
- Prepare and finalize business requirement specification (BRS).
- Prepare detailed software requirement specification (SRS).
- Prepare and finalize Functional Requirement Specification (FRS)
- Prepare HLD and LLD
- Prepare detailed work plan and staffing plan for the system development.
- Development method, technology (tools, language and database requirements), technical approaches & standards (List of Standards, Tools & Technology plan, Security and Data Privacy Plan, User Management Plan, Integration Plan, UI/UX Plan, etc)
- Project implementation schedule with indicative timeline (Gantt chart)
- Work distribution and Team Composition Plan
- Risk Management Strategic Plan and quality control mechanism.
- Quality Assurance & Testing Plan
- Audit Plan
- reconciliation plan
- Pilot implementation plan
- Knowledge transfer plan
- Project Deliverable plan
- Data Management and migration plan
- Support and maintenance plan
- Performance Review plan
- Change Request plan.
- Demonstrate with mock/ dummy UI on the whole system.
- **Live system deployment:**
 - Data migration is done.
 - Software and other system integration deployment is done in live system.
 - Changes required that not specified in the ToR will also be deployed in the live system.
 - Deployment of API integration in live system.
 - Deployment of other system integration in live system.
 - Development and customization Phase
 - Module Development and Testing
 - Module Reviewed by DWASA
 - Testing UAT
 - Necessary reports deployment in live.
 - UAT Phase

- Data Migration and Go-Live Phase.
- Deployment and Piloting
- **Deployment of other services, Training:**
 - Training of client's personnel (Technical and other users)
 - Live deployment of other service deployment required to fulfill the project.
 - Incorporation of necessary Changes for completeness of the project which are not specified in the ToR.
 - Deployment of reconciliation methodology.
 - Technology handed over to DWASA IT personnel.
 - All the required development processes/services must be completed in this stage.
- **Full-fledged live operation report:**
 - System is running smoothly in live, totally operational, and other required changes need to incorporate not specified in the ToR during the execution of the project.
 - System should be free from all potential failures and bugs.
- **Project Completion Report:**
 - Successful completion of a) Development and operation phase and b) warranty phase

N.B: Get approval on each major step of the development lifecycle from DWASA.

- **Before Every payment all source codes aligned with live system shall be submitted. Need all time read and download access for updated production code in the Version control system (git, github, bitbucket, gitlab etc).**
- **Before Every payment following up-to-date documents shall be submitted:**

1. Software Requirements Specifications (SRS):

- ERD
- DFD
- Use Case Diagram
- Class Diagram
- Application Architecture
- Software Design Documentation
- User Management Architecture
- Password Management Architecture
- Log Management Architecture
- API Documentation
- Session Mechanism
- Reporting Architecture
- Message Service Architecture
- Role Management Architecture
- Security Mechanism
- Database Related Objects Architecture
- Tools and Technologies with version used in the project.
- Networking Dependencies(if any)







- Source code file organization.
- Any other relevant technical documents to the projects.

2. System Administration Manual:

- Server Environment Setup
- Docker Documentation (if any)
- Deployment Process
- Software Operation Manual
- Infrastructure and storage related documentation
- Backup and Recovery Policies

3. User manual

- Admin User Manual
- End user manual

*****The Performance Security** shall be released when both phases of the project (1. Development and Operation 2. Warranty Phase) will be successfully completed and accepted by the client.

Penalty: Delay of Software development, installation, deployment, data migration shall be charged 0.5 percent of the contract price for each week but can't exceed 10% of the total contract price.

O. Summary

The world is now moving towards automation. Web-based Software of budget section at account division will provide effective ways to process, manage, organize, and record the DWASA data. The user of DWASA will be benefitted as they get smoothly with less processing time. It will be a useful asset for the DWASA Office as well. It will make the DWASA Office tasks easier and reduce the human effort. The system can be accessed remotely, so the management authority can access the data from anywhere, anyplace. Most importantly this system will help to reduce the valuable time and this can help to improve productivity. By analyzing data effectively, the authority can make decisions and plan their actions accordingly.

****This is provisional Terms of Reference (ToR).** Consulting firms may provide their comments regarding the provisional Terms of Reference (ToR). After incorporating valid comments, the Terms of Reference (ToR) will be finalized as needed. The final Terms of Reference (ToR) of the study will be incorporated into the RFP documents.

- The End -



Appendix 2 Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix 3 Key Personnel and Sub Consultants

List under:

3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.

Name of Staff	Firm/ Organization	Area of Expertise	Position Assigned	Task Assigned
Linkan Roy	Coder De Dhaka Ltd.	Project Manager	Project Manager	Requirement Analysis Project Management Plant Detailed Schedule
Md. Motiur Rahman		Sr. Software Developer	Sr. Software Developer	System Documentation Analysis Database and System Design and Development
Md. Sabbir Ahammed		Business Analysis	Business Analysis	Test Plan & Test Case Preparation System Documentation
MD. JANNATUL FERDUS REDOY		Software Engineer	Software Engineer	Design & Development
Md. Shahriar Ahmmed Raju		Database Administrator	Database Administrator	Implementation, System Check Software Installation & Delivery
Md. Al Mamun		Software Testing Engineer	Software Testing Engineer	Test Plan and Software Testing
Abdur Rahman Ronie		Support Engineer	Support Engineer	Software Support
Sheikh Raju Ahammed		Support Engineer	Support Engineer	Software Support

Sl No	Name of Staff	Designation	Staff-month input by month ¹												Total staff-month input ²		
			1	2	3	4	5	6	7	8	9	10	11	12	Home	Field	Total
1	Linkan Roy	Project Manager															2
2	Md. Motiur Rahman	Senior Software Engineer															2
3	Md. Sabbir Ahammed	Business Analysis															2
4	MD. JANNATUL FERDUS REDOY	Software Engineer															2
5	Md. Shahriar Ahmmed Raju	Database Administrator															2
7	Md. Al Mamun	Software Testing Engineer															1
8	Abdur Rahman Ronie	Support Engineer															6
9	Sheikh Raju Ahammed	Support Engineer															6
			Total														23

3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in 3A.

Appendix 4 Hours of Work for Key Personnel

(List here the hours of work for Key Personnel; entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.)

8 hour a day, 5 days a week. No pay for overtime pay, sick leave pay and vacation leave pay. For Lump Sum contracts, Consultant's payments are linked with the delivery of certain outputs usually reports and important deliverables. The Client needs to be satisfied with the output of the Consultant.

Key personnel shall work following the official working hours, holidays etc. of the Client. In case of urgency, consultant may be required to work beyond the official working hours of the Client. Key personnel shall not be entitled to overtime pay, sick leave pay, vacation leave pay, etc. These are included in the Consultant's remuneration.

Appendix 5 Duties of the Client

List under:

- 5A Services, facilities and property to be made available to the Consultant by the Client is Server, IP, Internet connection.
- 5B Professional and support counterpart personnel to be made available to the Consultant by the Client is Md. Noor-E-Alam Riyad, Assistant Programmer, Dhaka WASA.

Appendix 6 Cost Estimates

List hereunder cost estimates:

- A. Monthly rates for Personnel (Key Personnel and other Personnel)
- B. Reimbursable expenses:
 - 1. Per diem allowances.
 - 2. Travel expenses.
 - 3. Communications.
 - 4. Printing of documents specified in Appendices A and B hereof.
 - 5. Acquisition of specified equipment and materials to be paid for by the Client (including transportation).
 - 6. Cost of programming and use of, and communication between, the computers.
 - 7. Laboratory tests, model tests, and other technical services.
 - 8. Subcontracts.
 - 9. Other transportation costs
 - 10. Office rent, clerical assistance
 - 11. Other items not covered in the foregoing.

Breakdown of Staff Remuneration:

Name	Position	Staff-month Rate	Input (Staff-months)	[Indicate Sub Cost foreach staff]
Staff				
Linkan Roy	Project Manager	30,000/-	2	60,000/-
Md. Motiur Rahman	Senior Software Engineer	30,000/-	2	60,000/-
Md. Sabbir Ahammed	Business Analysis	25,000/-	2	50,000/-
Md. Shahriar Ahmmmed Raju	Database Administrator	25,000/-	2	50,000/-
MD. JANNATUL FERDUS REDOY	Software Engineer	20,000/-	2	40,000/-
Al Mamun	Software Testing Engineer	20,000/-	1	20,000/-
Abdur Rahman Ronie	Support Engineer	20,500/-	2	41,000/-
Sheikh Raju Ahammed	Support Engineer	15,642.75/-	4	62,571.00/-
Total =				3,83,571.00 /-

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Breakdown of Reimbursable Expenses:

NO	Description	Unit	Unit Cots	Quantity	Indicate sub cost for each item
	Per diem allowances	Day	Not Applicable		
	Travel expenses	Trip			
	Communication costs between [insert place] and [insert place]				
	Drafting, reproduction of reports				
	Equipment, instruments, etc.				
	Materials, supplies, etc.				
	Use of computers software				
	Laboratory tests				
	Subcontracts				
	Other transportation costs				
	Office rent, clerical assistance				
	⁴ Others (specify)				
Total Costs					

Summary of Costs

Cost Component	Costs
Staff Remuneration ¹	3,83,571.00 /-
Reimbursable Expenses ¹	-
Training	-
Sub-Total	3,83,571.00 /-
VAT 5% & TAX 10%	66,429.00/-
Total	4,50,000.00/-

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Appendix 7 Bank Guarantee for Advance Payments

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh in accordance with PCC Clause 52]

Contract No:

Date:

To:

[Name and address of Client]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Consultant]* (hereinafter called "the Consultant") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract") for the supply of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to your Particular Conditions of Contract Clause 52, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Consultant, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Abdul

[Signature]

Appendix 8 Bank Guarantee for Performance Security

[This is the format for the Performance Security to be issued by a schedule Bank of Bangladesh, when applicable, in accordance with ITT Clauses 48 and 49 pursuant to Section 62(2) of PPA 2006 and Rule 27(10) and 125(2) of the Public Procurement Rules, 2008.]

Reference No:

Date:

To:

[Name and address of Client]

Performance Security No:

We have been informed that *[name of Consultant]* (hereinafter called "the Consultant") has undertaken, pursuant to Contract for *[insert name of the Contract]* (hereinafter called "the Contract") for the provision of service for *[description of consulting service in brief]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance security.

At the request of the Consultant, we *[name of Bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words and the currency (BDT)]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the Bank]

Signature

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Ahmad

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PROPOSAL EVALUATION REPORT

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

Title of Service : New Module & Feature of Budget
Management System Software for Dhaka
WASA

Reference No : 46.05.0000.223.32.009.24/150(1)



Dhaka Water Supply and Sewerage Authority

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

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Technical Evaluation Report

1. BACKGROUND

Dhaka Water Supply & Sewerage Authority (DWASA) was established in 1963 as an independent organization with the mandate of Water Supply and Sewage disposal to the city dwellers of Dhaka. In 1990, Water Supply service of Narayanganj city also came under the purview of DWASA. Its activities have been reorganized by 'The WASA Act, of 1996' and according to this act, DWASA is now operating as an autonomous body with corporate culture in its management & operation. Recently, the DWASA proposed development of a system as part of the Smart Dhaka WASA. The DWASA is mandated to undertake web-based software activities for the account division.

Dhaka Water Supply & Sewerage Authority (DWASA) was maintaining paper-based manual system for budget management. Although, record keeping to some extent is not so difficult but generating reports has become a major problem area in the current system. Based on this Dhaka Water Supply & Sewerage Authority (DWASA) has decided to develop an automated customized web-based software which will keep records and generate daily, weekly or any periodical reports of account department to get automated those are normally prescribed for day to day activity.

The main objective of this project is to bring the entire budget section of account division of Dhaka Water Supply & Sewerage Authority (DWASA) of under one network and one central database with MIS:

Besides to record this information and to maintain these large volume of data is very difficult and error prone. The proposed module is designed to overcome all these problems and make the process easier.

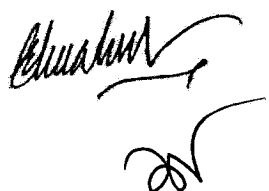
2. OBJECTIVES OF THE PROJECT

The objective of this service is to develop a software module which automate The Budget Software. All key business process such as report and tor sheet generating, income module etc are included.

3. SCOPE OF WORKS

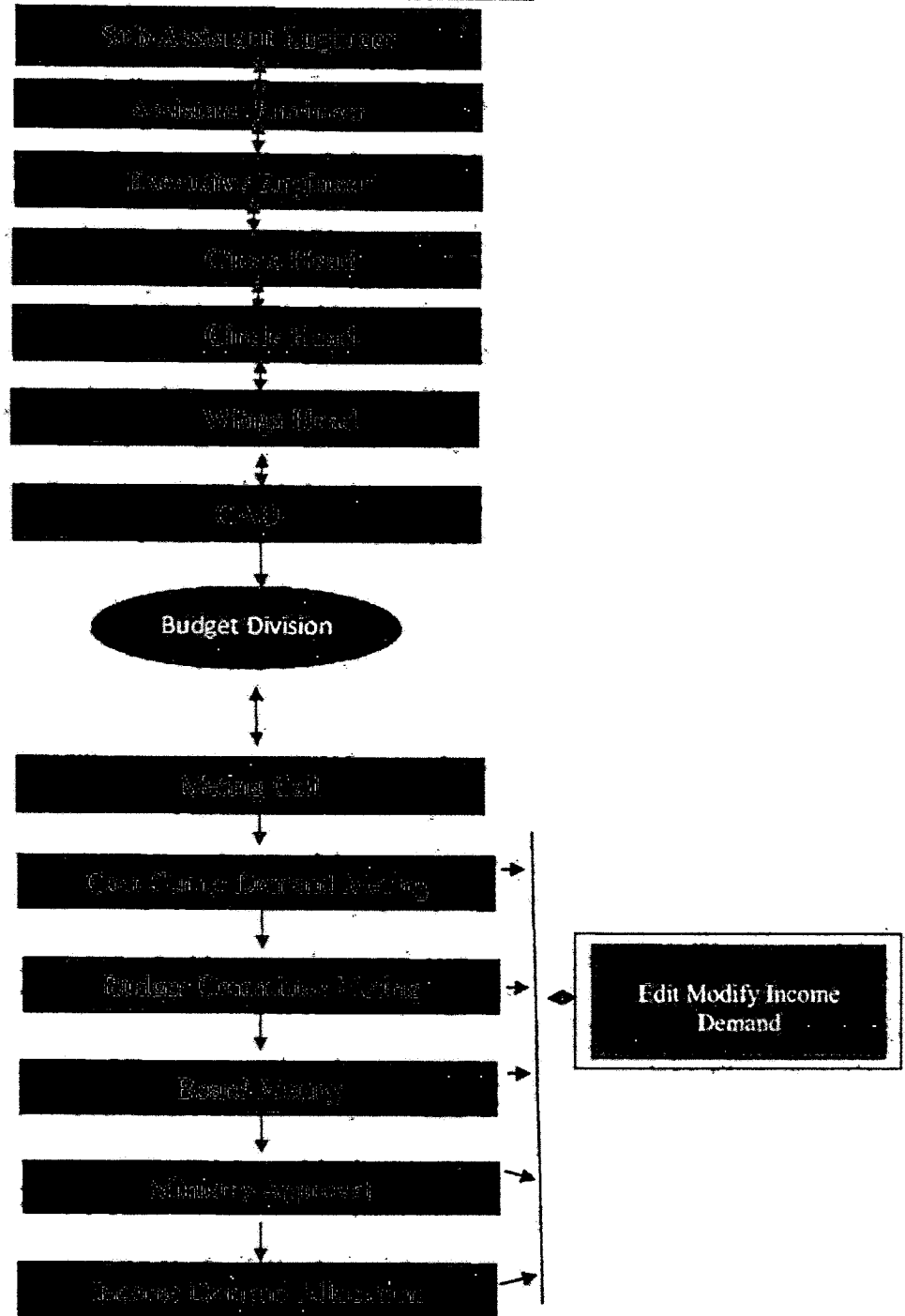
Budget Management System Software for Dhaka new module & features are given below:

1. Income.
2. Income and Expenditure Schedule Top Sheets.
3. Budget Clearance.
4. Report Modification.
5. Budget Adjustment.
6. Segregation of Salary and Allowance.



Module Name	Feature & Functionality/Process
Income	➤ Sub Assistant Engineer: (a) Create Income Requisition (b) Check income Requisition Report (c) Create, Edit, Update income Requisition (d) Forward Income Requisition (e) Download PDF, Excel Requisition Report
	➤ Assistant Engineer: (a) Observation Income Requisition (b) Forward & Backward Income Requisition (c) Download PDF, Excel Requisition Report
	➤ Executive Engineer: (a) Observation Income Requisition (b) Forward & Backward Income Requisition (c) Download PDF, Excel Requisition Report
	➤ Circle Head: (a) Observation Multiple Division Income Requisition (b) Forward & Backward Income Single or multiple Requisition (c) Download PDF, Excel Requisition Report
	➤ Wings Head: (a) Observation Multiple Division Income Requisition (b) Forward & Backward Income Single or multiple Requisition (c) Download PDF, Excel Requisition Report
	➤ CAO: (a) Observation Multiple Division Income Requisition (b) Forward & Backward Income Single or multiple Requisition (c) Download PDF, Excel Requisition Report (d) Send income Requisition to budget division
	➤ Budget Division: (a) Observation Multiple Division Income Requisition (b) Meting Call 1. Cost Center Demand Meting 2. Budget Committee Meting 3. Board Meting 4. Ministry Approval 5. Income Demand Allocation (c) Download PDF, Excel Requisition Report (d) Forward & Backward Income Single or multiple Requisition

Zone/Division Income Demand



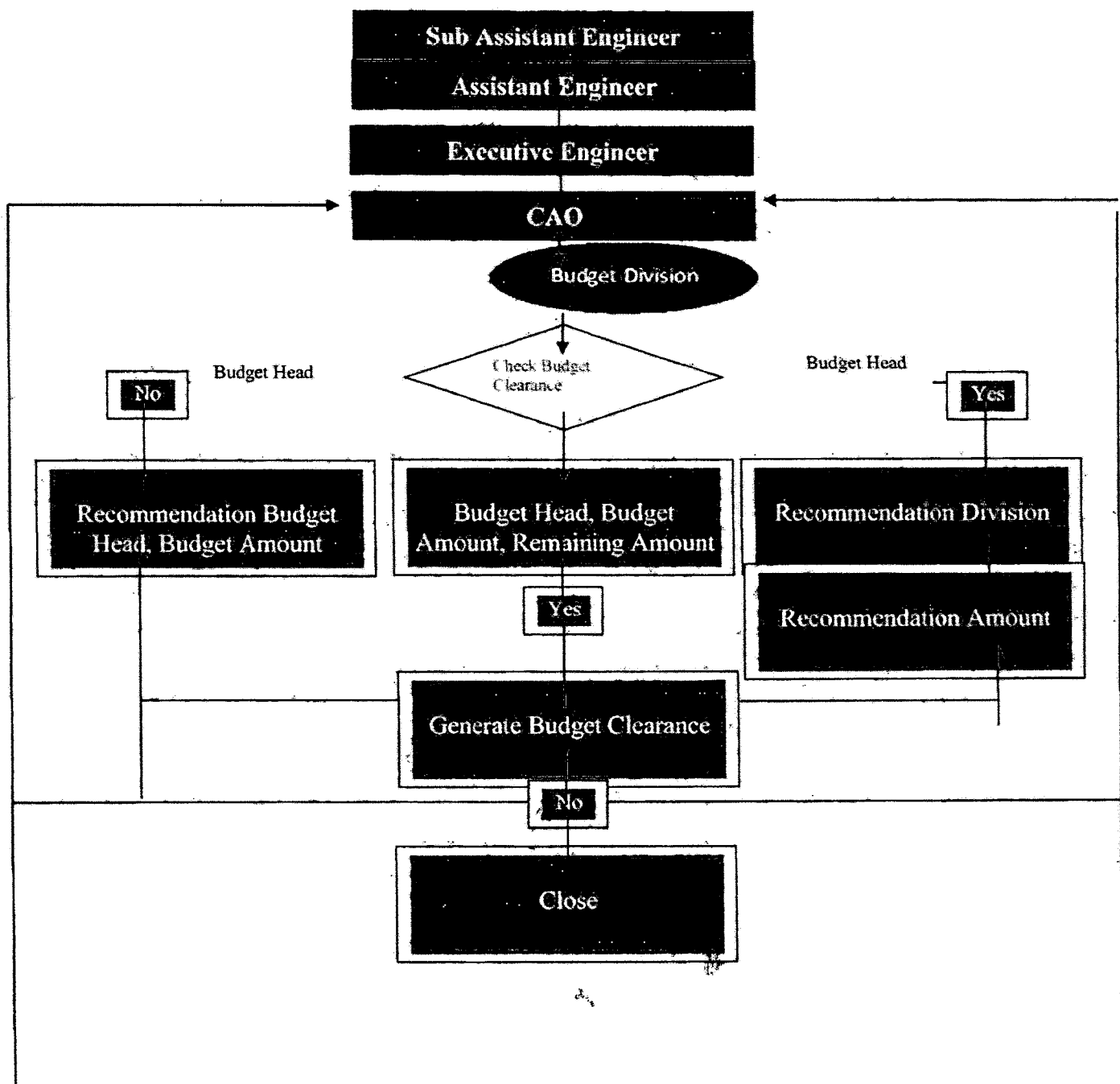
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Budget Clearance



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Module Name	Feature & Functionality/Process
Budget Clearance	➤ Sub Assistant Engineer: (a) Create Budget Clearance Certificate (b) Check Budget Clearance Certificate (c) Create, Edit, Update Budget Clearance Certificate (d) Forward Budget Clearance Certificate (e) Download PDF, Excel Budget Clearance Certificate
	➤ Assistant Engineer: (a) Observation Budget Clearance Certificate (b) Forward & Backward Budget Clearance Certificate (c) Download PDF, Excel Budget Clearance Certificate
	➤ Executive Engineer: (a) Observation Budget Clearance Certificate (b) Forward & Backward Budget Clearance Certificate (c) Download PDF, Excel Budget Clearance Certificate
	➤ CAO: (a) Observation Multiple Division Budget Clearance Certificate (b) Forward & Backward Budget Clearance Certificate (c) Download PDF, Excel Budget Clearance Certificate (d) Send Budget Clearance Certificate to budget division
	➤ Budget Division: (a) Observation Budget Clearance Certificate (b) Check Budget Head, Budget Amount, Remaining Amount, Generate Budget Clearance Certificate & Approve Budget Clearance Certificate. (c) Download PDF, Excel Budget Clearance Certificate (d) Forward & Backward Budget Clearance Certificate



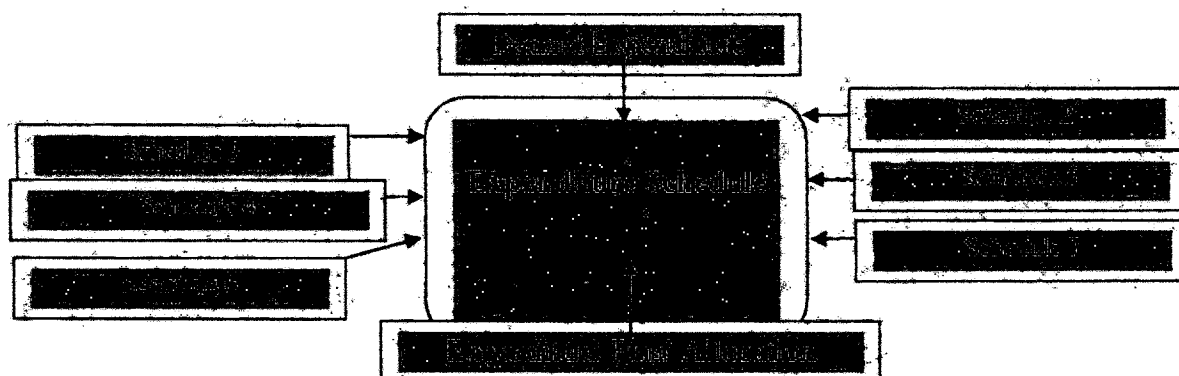
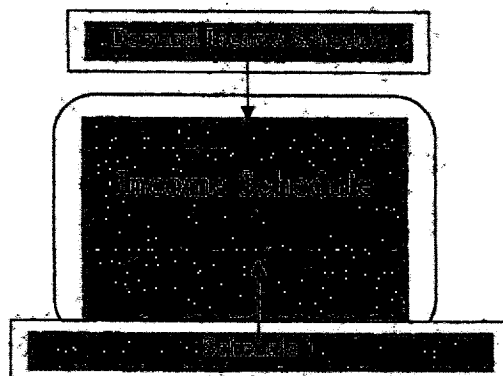




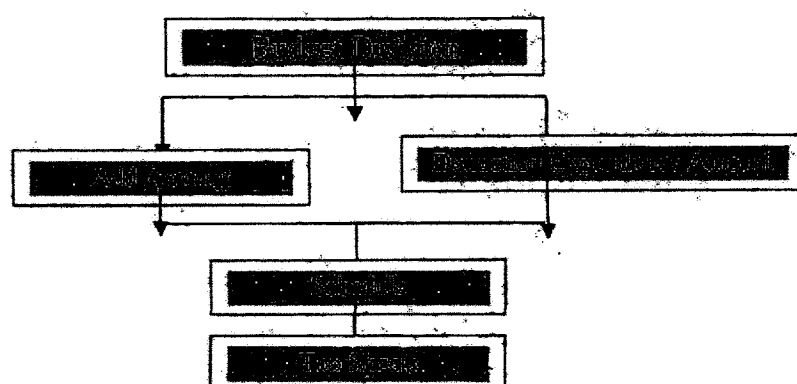
Module Name	Feature & Functionality/Process
Income Schedule	➤ Schedule 1: (a) Demand (b) Metering (c) Budget Metering (d) DWASA Board Metering (e) Ministry (f) Final Allocation ➤ Schedule 2: (a) Demand (b) Metering (c) Budget Metering (d) DWASA Board Metering (e) Ministry (f) Final Allocation ➤ Schedule 3: (a) Demand (b) Metering (c) Budget Metering (d) DWASA Board Metering (e) Ministry (f) Final Allocation ➤ Schedule 4: (a) Demand (b) Metering (c) Budget Metering (d) DWASA Board Metering (e) Ministry (f) Final Allocation ➤ Schedule 5: (a) Demand (b) Metering (c) Budget Metering (d) DWASA Board Metering (e) Ministry (f) Final Allocation ➤ Schedule 6: (a) Demand (b) Metering (c) Budget Metering (d) DWASA Board Metering (e) Ministry (f) Final Allocation ➤ Schedule 7: (a) Demand (b) Metering (c) Budget Metering (d) DWASA Board Metering (e) Ministry (f) Final Allocation





Module Name	Feature & Functionality/Process
Budget Adjustment	➤ Budget Division: (a) Observation Budget Income & Expenditure (b) Add Income Amount (c) Deduction Expenditure Amount (d) Automatic add or deduction amount hit to schedule & top sheets reports (e) Download PDF, Excel Budget Adjustment Report



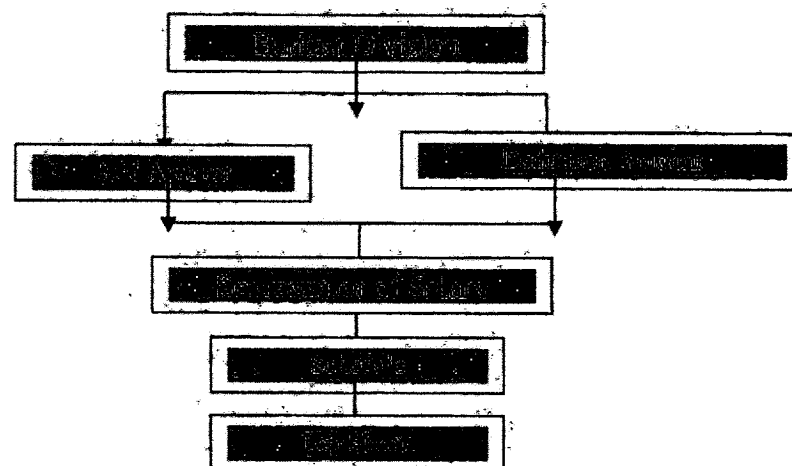
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Module Name	Feature & Functionality/Process
Segregation of Salary and Allowance	➤ Budget Division: (1) Segregation of Salary (a) basic pay (b) Allowance (2) Automatic Segregation of Salary hit to schedule reports (3) Download PDF, Excel Budget Segregation of Salary and Allowance Report



Module Name	Feature & Functionality/Process
Income and Expenditure Top Sheets	➤ Top Sheets: (a) Demand (b) Metting (c) Budget Metting (d) DWASA Board Metting (e) Ministry (f) Final Allocation

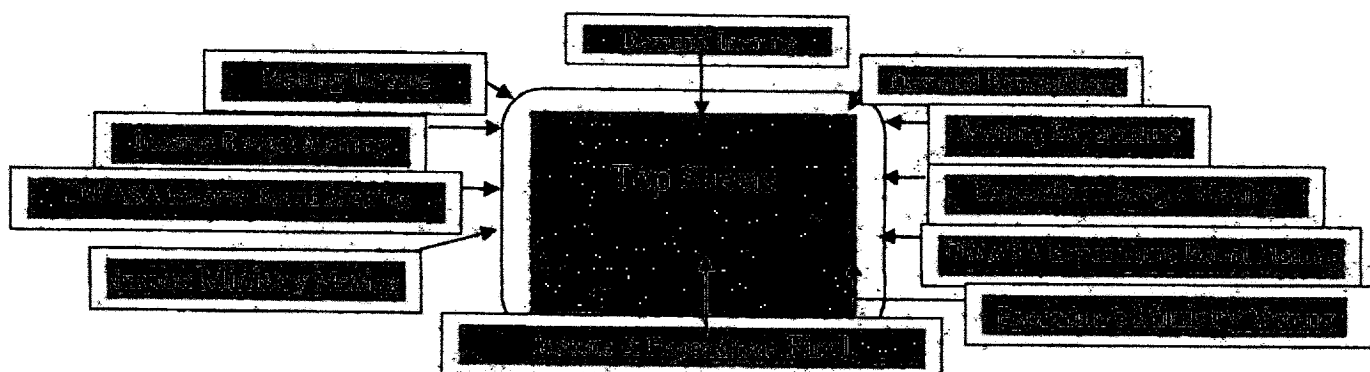
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4. PROPOSAL EVALUATION COMMITTEE (PEC-2)

From a circulated reference no. 46.113.212.00.00.003.2011/353; Date-12/10/2023, PEC-2 was formed. PEC-2 has been selected from concern authority to evaluate the proposal. Thus, the service "New Module & Feature of Budget Management System Software for Dhaka WASA" will be evaluated by the following PEC-2:

01	Senior System Analyst, Office of the Commercial Manager, Dhaka WASA.	Chairperson
02	System Analyst, MIS & Billing Department, Dhaka WASA	Member-Secretary
03	Executive Engineer, P & D (Sewer), Dhaka WASA	Member

5. THE SELECTION PROCESS

The relevant file and documents were reviewed and studied by the PEC-2. It was found that the firm selection method was approved by the competent authority as Single Source Selection (SSS) and Coder De Dhaka Ltd. firm was chosen with a justification to rendering the necessary services. Later on, a Request for Proposal (RFP) was sent to Coder De Dhaka Ltd. firm by the Senior System Analyst, MIS & Billing Department of Dhaka WASA, Ref no. 46.05.0000.223.32.009.24/150(1); Dated: 07/05/2024 in order to submit the proposal following Single Source Selection Method (SSS) as per PPR-2008 guidelines. The deadline for submission of proposal was June 09, 2024.

6. ACTIVITIES OF PEC-2

The PEC-2 met in 02 (Two) meetings to evaluate the technical proposals submitted by Coder De Dhaka Ltd. firm. Evaluation was carried out following the evaluation criteria/Sub-criteria given at section 2: Proposal Data Sheet (PDS) and by considering, the requirements sought after at section 6: Terms of Reference (ToR). The evaluation are as follows:

<u>Criteria, sub-criteria</u>	<u>Points</u>	<u>Coder De Dhaka Ltd</u>
(i) Specific experience of the Consultant relevant to the assignment.	10	8.0
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference		
(a) Technical approach and methodology	20	16
(b) Work plan	5	3.5
(c) Organization and Staffing	15	13.5
Total points for criterion (ii):	40	33
(iii) Professional staff qualifications and competence for the assignment		
a) Project Manager	10	8.0
b) Senior Software Engineer	7	6.5
c) Business Analyst	6	5
d) Database Administrator	6	5.5
e) Software Engineer	5	5
f) Software Testing Engineer	3	2.5
g) Support Engineer	3	2.5
Total points for criterion (iii):	40	35
(iv) Suitability of the transfer of knowledge (training programme)		
a) End User Training & Technical Training	4	3.0
b) Training approach & methodology	6	5.5
Total points for criterion (iv):	10	8.5
TOTAL POINTS	100	84.5

7. HIGHLIGHTS OF THE STRENGTHS AND WEAKNESSES OF PROPOSAL

The PEC-2 has assessed the competency of the firm on the data and information available in the technical proposal submitted by Coder De Dhaka Ltd. The highlights on the technical proposal are as follows:

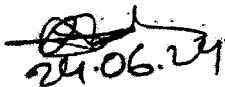
- Experience of the firm in the specific field is reasonable.
- Technical approach & Methodologies, work plan and organizational staffing are good to achieve the objectives of the assignments.
- Over all competencies of the key staffs in the relevant field are good as requested in the ToR.
- The presentation is good and comprehensive.
- The qualification and experience of profession staff are found satisfactory.

8. The point on technical proposal secured by the firm is shown in the table below

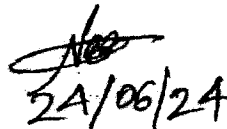
Sl. No.	Name of Firm	Point (Out of 100)
1.	Coder De Dhaka Ltd	84.5

9. Recommendation of PEC-2:

The PEC-2 has assessed the competencies of the firm on the data and information available in the technical proposal and reviewed the requirements of the employer in various field i.e. Request for Proposal (RFP). It is found by the PEC-2 that the firm has secured the qualifying point i.e. above 70. Hence PEC has recommended to its satisfaction that the firm 'Coder De Dhaka Ltd' as technically qualified. The firm 'Coder De Dhaka Ltd' has secured 84.5 points out of 100.


24.06.24

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

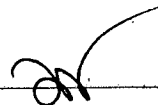

24/06/24

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


24.06.2024

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


Ahsan


Ahsan

Financial Evaluation Report

1. Introduction

In the technical evaluation, PEC-2 found that the Firm "Coder De Dhaka Ltd" is technically qualified. Then PEC-2, opened the financial proposal submitted by the firm as the service is approved as Single Source Selection (SSS) method and the firm is technically qualified.

2. Evaluation Process:

After recommendation from RFP evaluation committee, PEC-2 has opened the financial proposal. PEC-2 has made a negotiation meeting on 13th June, 2024 along with the presence of an authorized representative of Coder De Dhaka Ltd.

During the negotiation meeting, all scopes of the proposal has been discussed with the Coder De Dhaka Ltd. PEC-2 has tried to negotiate with Coder De Dhaka Ltd with their proposal and total scope of the service. Initially the quoted price was 4,50,000/- TK (Four lakh Fifty thousand Taka). After negotiation, this price stands as 4,40,000/- TK (Four Lakh Forty Thousand Taka) which is 2.22% less than the proposed price.

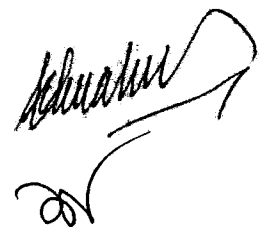
After that the evaluation committee checked the consistency of the financial proposal with the technical proposal and found consistent.

3. Observation of PEC-2:

After analyzing all the documents, PEC-2 have found that the firm "Coder De Dhaka Ltd" has been selected following the Single Source Selection (SSS) method which has already been approved by the HOPE. The committee has negotiated with the firm. So, PEC-2 thinks that no further negotiation is required for this service and the firm "Coder De Dhaka Ltd" is financially qualified for the service.

4. Financial Evaluation Summary

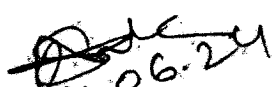
Firm's Name	Proposal Price (BDT)	Negotiated Price (BDT)	Percent Less	Comment
Coder De Dhaka Ltd	4,50,000/-	4,40,000/-	2.22%	Financially qualified for the service.



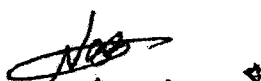
Award Recommendations:

As it is a Single Source Selection (SSS) method, technically and financially qualified firm will be awarded for the service.

Hence the award goes to the firm: **Coder De Dhaka Ltd**
House No. 45/A, Dilu Road,
New Eskaton, Dhaka 1217.


24.06.24

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


24/06/24

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