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Contract No:46.05.0000.223.31.007.23/94 **Date:13/03/2024**

CONTRACT AGREEMENT

ThisCONTRACT AGREEMENT is made on the **13-March-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**TECHUNO, Plot No: 34, Sonargaon Jonopath Road, Sector: 11, Uttara, Dhaka**(here-in-after called "the Firm").

Whereas the Clientrequested the Firmto provide,certain Software and IT enabled services named**Medical Information Management Software** for Medical Centre of 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 **Medical Information Management Software** for Medical Centre of Dhaka WASAservices for the sum of **Tk. 8,78,006.25/- (Eight Lac Seventy-Eight Thousand Six Taka and Twenty-Five Paisa only), here-in-after called "the Contract Price".**The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown: a) The Form of Contract; b) The General Conditions of Contract (GCC) Appendix A; c) The Particular Conditions of Contract (PCC) Appendix B; d) Terms of Reference (ToR) Annexure – 1; and e) Financial Negotiation meeting Report– Appendix C.

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 08(Eight) months (including 03(Three) months for development, deployment, data entry, training + 05 (Five) months for 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 supply the goods/software within the scheduled time period, penalty will be imposed as per the rules of PPR-2008.
- Terms & Conditions including Scope of Work, Technical Specification,Project Deliverables, Project Duration and Payment Procedureare mentioned in Annexure -1, which is to be considered part of this Contract Agreement.
- **Termination:** Any party is entitled to terminate this agreement giving a 30 (Thirty) days prior written notice to the other at any time during this Contract period with a valid reasoning. Neither party shall be responsible to the other for any costs or damages relating to or resulting from the termination or expiration of this Contract Agreement in accordance with its terms of this Contract Agreement.
- Bug and support-related issues in the live system will be resolved through AnyDesk or remote connection facilitated by MIS & Billing Department of Dhaka WASA.



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- **Future Enhancement:** Any changes which arise between the maintenance, support service, and warranty periods as per the client's necessity or for better service-providing purposes, then the firm must deliver those required services within the warranty period for supporting this software.

  After the expiration of the warranty period, while the AMC period is running or being finished, if any major changes are required which will impact the whole software or the other modules, then those will be considered future enhancements (out of the scope of services mentioned in this contract agreement). However, that dealing will be guided by a separate contract agreement along with separate Terms & Conditions for additional payment and timeline upon mutually agreed upon by both parties.

Copyright

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

Liquidated Damage/Penalty

The applicable rate for liquidated damages for delay will be 0.5 percent of the Contract Price of the software security system implementation related services for each week of delay until actual performance. The maximum amount of liquidated damages will not exceed Ten (10) percent of the Contract Price.

Limitation of Liability and Force Majeure:

- If the Firm suffers any direct, indirect or consequential losses or damages arising out of the subject matter of the Contract Agreement or due to the act, omission, negligence, misconduct, fault on the part of the Purchaser or its employees/personnel, then the Clientthereby agrees to indemnify and hold the Firmharmless from any such losses, damages, claims, charges, costs or expenses (including reasonable attorney fees).
- Force Majeure: In the event that either Supplier is unable to perform any of its obligations under this Contract Agreement as a result of natural calamity/disaster, or unexpected/unwanted/unavoidable circumstances including any order by any Court or the Government Authorities that may occur delay in granting any permission/s by the concerned authority/ies, or any other restrictions beyond the reasonable control of the Supplier. (Hereafter referred to as a "Force Majeure Event"), the Supplier whose performance has been so affected shall not be liable for such nonperformance but shall promptly give notice to the Purchaser and shall do everything reasonably possible to resume performance. If the period of nonperformance

exceeds 30 (Thirty) days from the receipt of notice of the Force Majeure Event, the Supplier whose ability to perform has not been so affected may by giving written notice of 7(Seven) days terminate this Contract Agreement.

Dispute Resolution:

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

"দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন"



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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** **Engr. A. K. M. SHAHID UDDIN** Deputy Managing Director (O&M) & Senior Systems Analyst (A.C), MIS & Billing Department, Dhaka WASA.		**Signed on behalf of -** **TECHUNO** **MD. FARUK HOSSAIN** Chairman, TECHUNO.
Witness (1) – **ARPITA SAHA** Systems Analyst, MIS & Billing Department, Dhaka WASA.		**Witness (1) –** A Y Pranto **ABU YOUSUF PRANTO** Chief Operating Officer, TECHUNO.
Witness (2) – **Harifa Begum** Programmer, MIS & Billing Department, Dhaka WASA.		**Witness (2) –** Rasel **Md. Rasel** Director, TECHUNO.

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Appendix A: General Conditions of Contract

A. General

1. Definitions

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

(a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services.

(b) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;

(c) The **"Client"** is the party named in the PCC who engages the Software Firm to perform the Services.

(d) **"Completion"** means the fulfilment of the Services by the Software Firm 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 "**Software Firm**" 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 Software Firm 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 Software Firm shall complete the Services as specified in the PCC.

(o) **"Member"** means in case where the Software Firm 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 Software Firm, as the case may be, and **"Parties"** means both of them. Third party means any party other than Client as Software Firm.

(r) **"Personnel"** means professionals and support staff provided by the Software Firm or by any Sub-Software Firm 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 Software Firm's remuneration.

(t) **"Remuneration"** means all costs related to payments of fees to the Software Firm 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 Software Firm pursuant to the Contract Agreement. (w) **"Sub-Software Firm"** means any person or entity to whom/which the Software Firm subcontracts any part of the Services. (x) **"Third Party"** means any person or entity other than the Government, the Client, the Software Firmor a Sub-Software Firm. (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 Software Firm shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. Documents Forming the Contract in Order of Precedence	6.1	The following documents forming the Contract shall be interpreted in the order of priority: (a) the Contract Agreement; (b) the Particular Conditions of Contract (PCC); (c) the General Conditions of Contract (GCC); (d) the Appendix (1 to 7); and (e) any other documents as specified in the PCC forming part of the Contract. 0
7. Assignment	7.1.	Neither the Client nor the Software Firm 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 Software Firm and services supplied under the Contract shall have their origin in the countries, except those as specified in the PCC.
9. Contractual	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than

Ethics		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 Software Firm 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 Software Firm 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 Software Firm 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 Software Firm. The Software Firm, subject to this Contract, has complete charge of Personnel and Sub-Software Firms, 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 Software Firm, Sub-Software Firms 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 Software Firms shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public funds.
	16.2	The Government defines, for the purposes of this provision, the terms set forth below as follows: (a) *"Corrupt practice"* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding; (b) *"Fraudulent practice"* means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client, (c) *"Collusive practice"* means a scheme or arrangement among two and

	more Software Firms 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 andgenuine 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 Software Firms 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 Rule127 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 Software Firm 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 Software Firm concerned. Any communications between the Software Firm 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 Software Firm alleged to have carried out such practices, the Client will: (a) exclude the Software Firm from further participation in the particular Procurement proceeding; or (b) declare, at its discretion, the Software Firm to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time from participation in procurement proceedings under public fund.
B. Commencement, Completion and Modification of Contract	
17. Effectiveness of Contract	17.1 The Contract shall come into force and effect on the date, called the "Effective Date".
18. Effective Date	18.1 This Contract shall come into effect on the date the Contract is signed by both parties. The date the Contract comes into effect is defined as the Effective Date.
19. Termination of Contract for Failure to Become Effective	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 Software Firm 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	22.1 Pursuant to Rule 104 (d)(8) of the Public Procurement Rules,2008, the

or Variations		Client may notify the Software Firm to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.
	22.2	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
	22.3	The Software Firm 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. Software Firm's Personnel and Sub-Software Firms		
23. General	23.1	The Software Firm shall employ and provide such qualified and experienced Personnel and Sub Software Firms 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 Software Firm'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 Software Firms 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	26.1	Working hours and holidays, entitlement of leave and overtime, etc. for Key Personnel are set forth in **Appendix 4** to the Contract.
	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 Software Firm'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 Software Firm who shall ensure that absence for leave purposes will not delay the progress and adequate

		supervision of the Services.
27. Removal and/or Replacement of Personnel	27.1	If the Client: (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Software Firm 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 Software Firm shall not be paid for any extra expense for the replacement(s).
	27.2	In the event that any Sub-Software Firm is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the Software Firm shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
	D. Obligations of the Software Firm	
28. Standard of Performance	28.1	The Software Firm shall: (a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods etc; (b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and; (c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub Software Firms or Third Parties.
29. Conflict of Interests	29.1	The Software Firm shall hold the Client's interest 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. Software Firm not to Benefit from Commissions Discounts etc.	30.1	The remuneration of the Software Firm as stated under GCC Clauses 47, 48 and 49shall constitute the Software Firm's sole remuneration in connection with this Contract and, subject to GCC Sub Clause 31.1 hereof, the Software Firm 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 Software Firm shall use their best efforts to ensure that any Sub-Software Firms, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	30.2	Furthermore, if the Software Firm, as part of the Services, have the responsibility of advising the Client on the procurement of Goods, Works or Services, the Software Firm shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Software Firm in the exercise of such procurement responsibility shall be for the account of the Client.
31. Software Firm and Affiliates not to Engage in Certain Activities	31.1	The Software Firm agrees that, during the term of this Contract and after its termination, the Software Firm and any entity affiliated with the Software Firm, as well as any Sub-Software Firm and any entity affiliated with such Sub-Software Firm, 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 Software Firm shall not engage, and shall cause their Personnel as well as their Sub-Software Firms 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 Software Firm 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 Software Firm 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 Software Firm 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 Software Firm	34.1 The Software Firm, 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 Software Firm 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 Software Firm of any patent or other protected right; or (b) plagiarism or alleged plagiarism by the Software Firm.
	34.3 The Software Firm shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Software Firm out of funds provided or reimbursed by the Client or used by the Software Firm 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 Software Firm 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 Software Firm's failure to exercise the skill and care required under GCC Clause 28 provided: (a) that the Software Firm 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 Software Firm'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 Software Firm's gross negligence or reckless conduct; and (c) that the Software Firm's liability under GCC Clause 28 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
	34.5 In addition to any liability the Software Firm may have under GCC Clause 28, the Software Firm 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 Software Firm'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 Software Firm shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (a) Client's overriding a decision or recommendation of the Software Firm or requiring the Software Firm to implement a decision or recommendation with which Software Firm do not agree; or (b) the improper execution of the Software Firm's instructions by agents, employees or independent contractors of the Client.
35. Insurance to be taken out by the Software Firm	**35.1 The Software Firm** (a) shall take out and maintain, and shall cause any Sub-Software Firms to take out and maintain, at their (or the Sub-Software Firms', 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 Software Firm 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 Software Firm shall furnish the Client such information relating to the Services as the Client may from time-to-time reasonably request.
37. Software Firm's Actions Requiring Client's Prior Approval	37.1 The Software Firm 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 Software Firm shall remain fully liable for the performance of Services by the Sub-Software Firm and its Personnel and retain full responsibility for the Services.
38. Reporting Obligations	38.1 The Software Firm 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 Software Firm	39.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Software Firm for the Client under this Contract shall become and remain the absolute property of the Client, and the Software Firm 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 Software Firm 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 Software Firm by the Client, or purchased by the Software Firm 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 Software Firm 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 Software Firm, 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 Software Firm, Sub-Software Firms and Personnel with documents as shall be necessary to enable the Software Firm, Sub-Software Firms or Personnel to perform the Services; (b) assist the Software Firm in obtaining necessary licenses and permits needed to carry out the Services; and (c) provide to the Software Firm, Sub-Software Firms and Personnel any such other assistance as may be specified in the PCC.
42. Access to Land	42.1 The Client warrants that the Software Firm shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Software Firm 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 Software Firm or any Sub-Software Firm 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 Software Firm in performing the Services, then the amounts otherwise payable to the Software Firm 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 Software Firm, 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 Software Firm as specified in **Appendix 5** the Parties shall agree on: i. any time extension that may be appropriate to grant to the Software Firm for the performance of the Services; ii. the manner in which the Software Firm shall procure any such services and facilities from other sources, and iii. the additional payments, if any, to be made to the Software Firm as a result thereof pursuant to GCC Sub Clause 47.3 hereinafter.
45. Payment	45.1 In consideration of the Services performed by the Software Firm under this Contract, the Client shall make to the Software Firm 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 Software Firm free of charge such professional and support counterpart personnel, to be nominated by the Client with the Software Firm's advice, if specified in **Appendix 5B** to the contract.
	46.2 If counterpart personnel are not provided by the Client to the Software Firm as and when specified in **Appendix 5B** the Client and the Software Firm 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 Software Firm 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 Software Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Software Firm that is consistent with the position occupied by such member, the Software Firm may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
F. Payments to the Software Firms	
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 Software Firm 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 Software Firm** 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 Software Firm 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 Software Firm total remuneration which shall be **a fixed lump-sum** including all staff costs, sub-Software Firms costs, reimbursables, and all other costs incurred by the Software Firm 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 Software Firm, 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 Software Firm 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 Software Firm has submitted an invoice to the Client specifying the amount due.
	53.2 The Client shall pay the Software Firm 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 Software Firm, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
54. Amendment to the Contract	54.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.
	54.2 The Client contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.
55. Final Payment	55.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Software Firm 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 Software Firm specifying in detail deficiencies in the Services, the final report or final statement. The Software Firm 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 Software Firm, suspend all or part of the payments to the Software Firm hereunder if the Software Firm 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 Software Firm to remedy such failure within a period not exceeding thirty (30) days after receipt by the Software Firm of such notice of suspension.
G. Time Control	
57. Performance Security	57.1 The Client shall notify the Software Firm 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 Software Firm is in breach of the terms and conditions of Contract and the Client has duly notified him or her ; and b) The Software Firm 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 Software Firm 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 Software Firm 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 Software Firm not later than twenty-eight (28) days following the date of Completion of the Software Firm's performance obligations under the Contract.
58. Completion of Services	58.1 The Software Firm shall carry out the Services in accordance with the Programme submitted by the Software Firm, 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 Software Firm or its Sub-Software Firms 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 Software Firm shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Software Firm's notice, the Client shall evaluate the situation, and the Software Firm shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
60. Extension of the Intended Completion Date	60.1 In the event the Software Firm 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 Software Firm, 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 Software Firm 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 Software Firm 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 Software Firm, 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 Software Firm 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 Software Firm submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Software Firm knows to be false; (c) If the Software Firm, 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 Software Firm 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 Software Firm 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 Software Firm 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 Software Firm may have subsequently approved in writing) following the receipt by the Client of the Software Firm's notice specifying such breach.

65. Termination for Insolvency	65.1 The Client and the Software Firm 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 Software Firm becomes (or, if the Software Firm 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 Software Firm, 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 Software Firm 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 Software Firm may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Software Firm 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 Software Firm, upon instructions by the Client, shall either: (a) demobilize, in which case the Software Firm 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 Software Firm 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 Software Firm'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 Software Firm 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 Software Firm and equipment and materials furnished by the Client, the Software Firm 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 Software Firm: (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 Software Firm 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 otherwiseagree ; and (ii) the Client shall pay the Software Firm any monies due the Software Firm.

Appendix B: Particular Conditions of Contract	
GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
	RFP IDENTIFICATION NO: 46.05.0000.223.31.007.23/2201(1)
1.1 (c) 1.1 (f) 1.1 (k) 1.1 (n)	**The Client is** :Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA). **The Software Firm is** :TechUno. **Contract effective date is** : 13/03/2024. **The Intended Completion Date is:** 19/11/2024.
GCC 2.1	The assignment is to be completed in the following phases: **Single Phase**
GCC 3.1	The Client's addresses for the purpose of Communications and Notices under this Contract is :- **Client :** Senior System Analyst, MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA). **Attention** : Senior System Analyst, MIS & Billing Department, DWASA. **Address :** Office of the Senior System Analyst, MIS & Billing Department, Level 7, WASA Bhaban, 98, Kazi Nazrul Islam Avenue,Kawran Bazar,Dhaka-1215. **E-mail** :shahiduddin8325@gmail.com The Software Firm'saddresses for the purpose of Communications and Notices underthisContractis: **Software Firm:** TECHUNO **Attention** :Chairman of TECHUNO. **Address :** TECHUNO, Plot No: 34, SonargaonJonopath Road, Sector: 11, Uttara, Dhaka. **E-mail** :techunonet2@gmail.com
GCC 6.1(e)	The following additional documents shall form the part of the Contract: **ToR, RFP, Financial Evaluation Report, Contract Paper.**
GCC 8.1	Non eligible countries are: Having no diplomatic relations with Bangladesh.
GCC 11.1	The Member in Charge is: N/A.
GCC 12.1	The Authorized Representatives are: **For the Client :** **Engr. A K M SHAHID UDDIN** Deputy Managing Director(O&M) & Senior Systems Analyst(A.C), MIS & Billing Department, Dhaka Water Supply & Sewerage Authority (DWASA). **Email:** shahiduddin8325@gmail.com/ eliasdhk@yahoo.com / artsayon@gmail.com / harifadwasa@gmail.com / ap3.mis@dwasa.org.bd

	For the Software Firm: **Md. Faruk Hossain** Chairman, TECHUNO, Plot No: 34, Sonargaon Jonopath Road, Sector: 11, Uttara, Dhaka. E-mail : techunonet2@gmail.com/ faruk.asict@gmail.com / raselhossainb@gmail.com / aypranto@gmail.com
GCC 20.1	The Software Firm shall commence carrying out the Services within 7(Seven) 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 Software Firm 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 Software Firm's liability shall be limited to 100%
GCC 35.1(a)	**The risks and the coverage shall be as follows:** (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bangladesh by the Firm or its Personnel or any Sub-Firms or their Personnel, with a minimum coverage of: N/A (b) Third Party liability insurance, with a minimum coverage of: N/A (c) Professional Liability insurance, with a minimum coverage of: N/A (d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Firm and of any Sub-Firm, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment and materials purchased in whole or in part with funds provided under this Contract, (ii) the Firm's property used in the performance of the Services, and (iii) any documents prepared by the Firm in the performance of the Services.
GCC 37.1(c)	The other actions that shall require Client's approval are: a) Technology will be used in the projects. b) Before deployment any changes in the live system. C) Business/Process implementation.
GCC 39.3	The other restrictions about future use of documents and software are: **"The Software Firm cannot use these documents and the software [Source code, Database, Application Architecture etc] without any consent and written approval form the client."**
GCC 41.1(c)	Assistance for carrying out the Services to be provided by the Client are: Hosting server, Network, Training Room.
GCC 47.2	**The Contract ceiling amount is:** 8,78,006.25/- (Eight lac Seventy Eight thousand Six Taka and Twenty-Five PaisaTK only).
GCC 48.1	The particulars of the Bank Account nominated are as follows: Account Name: TECHUNO Bank: Dutch – Bangla Bank Limited

	Branch: Mohakhali Account Number: 1141100029373 Routing Number: 090263194 A/C Type: Current (CD) Account Receiver Mobile: 01918-757070
GCC 50.1	**The Contract Price is:** 8,78,006.25/- (Eight lac Seventy Eight thousand Six Taka and Twenty-Five Paisa TK only).
GCC 52.1	**Advance Payment:** N/A
GCC 53.1	Payments shall be made in line with agreed-on outputs according to the following schedule: • **UI Design and Database Design:Ten (10) percent**of the Contract Price shall be paid upon completion and submission of UI Design, SRS, SDD, diagrams and Database Design duly accepted by the Client of DWASA. All the concurrent and updated documents must be submitted by the software firm to the client. a. • **Completion of User and Task Management Module: Forty (40) percent**of the Contract Price shall be paid upon completion and submission of role-based user format as well as completion of all the Modules duly accepted by the Client of DWASA. All the concurrent and updated documents must be submitted by the software firm to the client. • **Reports Development:Thirty (30) percent**of the Contract Price shall be paid upon submission of the necessary reports duly accepted by the Client of DWASA. All the concurrent and updated documents must be submitted by the software firm to the client. • **User's Manual, Handover of Source Code and Training:Twenty (20) percent** of the Contract Price shall be paid upon the completion of the user Manual and Training duly accepted by the Client of DWASA.All the concurrent and updated documents must be submitted by the software firm to the client. **This payment will be paid after the maintenance and service period.** - After the expiration of the warranty period, the software firm should compulsorily offer AMC (Annual Maintenance Contract) for a minimum of 2 (two) years @10% per annum of contract. However, DWASA may or may not award the AMC (Annual Maintenance Contract) at its own sole discretion. - The **Performance Security** will be released when the both phases of the project (1. Development and Operation 2. Warranty Phase) will be successfully completed and accepted by the client of DWASA. - **Penalty:** Delay of Software development, installation, deployment, data migration will be charged as the rate of 0.50 percent of the contract price for each week but cannot exceed 10% of the total contract price. - Before Every payment, all the source codes which are aligned with the live system must be submitted and accepted by DWASA MIS team. In the software, there must have the facilities for all time reading access and downloading 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 and must be accepted by the corresponding DWASAs' technical team: o **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 the latest version number and name which is used in the project. - Networking Dependencies (if any). - Source code file organization. - Any other relevant technical documents to the projects. o **System Administration Manual:** - Server Environment Setup. - Docker Documentation (if any). - Deployment Process. - Software Operation Manual. - Infrastructure and storage related documentation. - Backup and Recovery Policies. o **User manual** - Admin User Manual. - End user manual. - Training Manuals and presentation slides, pdf, word file etc.
GCC 53.3	The Software Firm shall be entitled to receive financing charges for delayed: No interest will be paid for delayed payment.
GCC 75.2 (b)	The place of Arbitration is: Dhaka Water Supply & Sewerage Authority (DWASA).

ANNEXURE –1

Dhaka Water Supply and Sewerage Authority
Office of the Senior System Analyst
MIS & Billing Department
Dhaka WASA, WASA Bhaban (7th Floor)
98, Kazi Nazrul Islam Avenue, Kawran Bazar,
Dhaka-1215.

Terms of Reference (TOR)
for
Development, Installation and Deployment
of
Medical Information Management Software for Dhaka WASA

❖ INTRODUCTION :

The government-run Dhaka Water Supply and Sewerage Authority (DWASA) is in charge of running the city's sewerage system and supplying clean drinking water to Dhaka, the capital of Bangladesh. Since it was established in 1963, DWASA has focused all of its initiatives to guaranteeing the people of Dhaka are able to have pure water and satisfactory sanitation facilities. DWASA is devoted to supplying its customers high-quality services through a committed team of specialists and modern infrastructure. One of the lowest water rates in the world is offered to Dhaka residents. For the 12.5 million residents of the city of Dhaka, Dhaka WASA generates roughly 2590 MLD of portable water per day using deep tube wells and surface water treatment facilities.

❖ BACKGROUND :

The DWASA Medical Information Management Software is a cutting-edge technological solution designed to streamline and enhance medical operations of DWASA Medical Centre. This software is specifically tailored to meet the needs of medical professionals and the healthcare facilities, providing a comprehensive suite of features and functionalities that enable efficient and effective management of patient data, medical records, and other necessary information of DWASA Medical Centre. With its user-friendly interface and intuitive design, the DWASA Medical Information Management Software is an indispensable tool for healthcare providers seeking to optimize their operations and improve patient outcomes.

❖ OBJECTIVES OF THE PROJECT :

The objective of the DWASA Medical Information Management Software is to offer a complete and effective solution for handling patient information and medical records of DWASA Medical Centre. By enabling precise and quick access to the medical data, this software promises to improve patient care by streamlining the workflow of healthcare personnel to the DWASA Medical Centre.

The DWASA Medical Information Management Software is made to be adaptable and user-friendly to satisfy the particular requirements of the Doctors of the DWASA Medical Centre. Doctors profile management, Patient's case history of diseases and complications as well as profile modification, Taking online serial and home service if emergency, Prescription management, Vaccine management, Diagnostic test reports archive etc. are some of its features.

The main objective of the DWASA Medical Information Management Software is to improve the effectiveness and efficiency of healthcare delivery to the DWASA Medical Centre's doctors, which will automate the result in improved health outcomes for the DWASA's patients.

❖ SCOPE OF WORKS :

For all the key activities and deliverables mentioned below the vendor has to consult with the project development team, head department team, and DWASA's MIS team and the doctors of the DWASA Medical Centre.

For the newly development of Dhaka WASA's Medical Centre's Medical Information Management Software, it requires a modular approach of software development, in succession, where each module will follow a cycle of requirement assessment, designing and development, testing, integration and final roll out with training. The scope of work will include but not be limited to the following:

➢ User Requirement Assessment

- Improve familiarity with all project activities through project documentation, modes zone visits, and discussions with the stakeholders.

- Determination of detailed project management and tracking indicators for the basic project Tracking Indicators.
- Determination of various types of reporting content, formats, and frequency.
- Basic information flow requirements (out of the DWASA).
- Basic additional hardware/software/dataset requirements.
- Detail design recommendations in a Systems Requirement Specifications (SRS) for the proposed DWASA Medical Information Management Software. The design should be based on close interaction with the Client (Doctors) and be flexible to incorporate changes in activities or future phases of the project/program.

➢ **Internal Services of Software**

- Application software must be responsive in nature.
- Application system architecture should be based on RESTful architecture in manner and create a new web gateway using the most recent, lightweight technology for the newest Medical Information Management Software for the DWASA Medical Centre which will enable the doctors and patients to enjoy various digital services.
- For developing the system software DWASA will provide following API's and database of:
  - HRMS and Leave software.
- **This application must be integrated with the PIMS software.**
- When login to PIMS profile, each profile must be shown the total visiting times to the doctors with the visiting dates, times and years and In a single year, how many times one is visited to the doctors with the prescription portion must be specified.
- From PIMS window, prescriptions can be shown/ checked.
- From PIMS part, patient's disease history, major diseases etc. can be checked.
- **Role base Login :**

  These types of roles must be included into the software.
  - Doctor.
  - Patient.
  - Super Admin.
  - Lab technician.
- **Modules:**

DWASA Medical Information Management Software must be included but not be limited to the following:

- ***Dashboard***

  Dashboard is to be designed in a manner to project continuous and overall picture. At the same time information of dashboard will ensure transparency and accountability. The software requires a dashboard for Medical Centre's end users and the patients of Dhaka WASA.
- ***Doctor Module***

  In this module, When the users log in as doctor, then the information is retrieved from the Leave software. The Doctor can update their profile information, reset password, set their chamber, serial time, visiting times, set their off day and when they are in leave as well as when the give home treatment service.

  They can modify and search patients' previous records, can write new prescriptions, add medicines, add complaints etc. They can also maintain the SMS portal, check both the medicines and vaccines inventory as well as the diagnostic reports archive etc.
- ***Patient Module***

  In this module, When the users log in as patient, then the information (name, designation, office location etc.) is retrieved from the Leave software. **Patient is only the DWASA officers, employees, members of DWASA Board management and their relatives.**

  Patients can edit their profile, reset password, edit major medical diseases names, get informed through the SMS for the vaccine date, next visited times etc. They can download the prescriptions, request for the Doctors serial, get the available slot of the doctors, upload the diagnostic reports, search previous or recent reports and vaccination date etc. This module should be integrated with the PIMS application.

- ***Blood Donor Module***

In this module, All the DWASA's Blood donors name, designation, profile, contact information, blood group, office location, last blood donation time will be included. This module should be integrated with the PIMS application.

- ***Medicine Module***

In this module, Lab technicians can add into the medicine inventory, set name, chemical name of medicines, MFG and expired date, quantity, supplier company's name etc. from the box of the medicines.
When the inventory is low, then the Lab technicians and the doctor can get notified through both the SMS and email; thus they could take necessary steps for purchasing those items again.

- ***Vaccine Module***

In this module, Lab technicians can add vaccines into the vaccine inventory, set name, MFG and expired date, quantity, types, supplier name etc.
When the inventory is low, then the Lab technicians and the doctor can get notified through both the SMS and email and then going to purchase those.

- ***Diagnostic Report Module***

Here Lab technicians can upload the Diagnostic test reports by setting name, file, time, date and findings of the test into the corresponding patient's profile.

- ***Feedback Module***

Feedback module is specific to the patients. This module should consist of:

- Feedback form.
- Hotline Number.
- Chatbot.
- Star system.

- ***Friendly User manual Module***

This module is specific to the all kind of users. This module should consist of:

- Presentation slide
- Word and PDF file
- Detailed video tutorial for better understanding of using this application for the different levels of users.

- ***Gymnasium Module***

In this module, Lab technicians can add into the gymnastics tools, manage the inventory, set tools name, purchasing timeframe, warranty period of the tools, total quantity, supplier company's name, Repairing timeframes, total repairing times etc.

In this section, total manpower information who manage this section - their information like name, contact information of them, designation, office location etc. also specified. This information can be retrieved from the Leave software.

- ***Daycare Module***

This module is specific to the all kind of users. This module should consist of but not limited to:

- Daycare Toys
- Daycare Furniture details
- Educational Materials
- Art Supplies
- Daycare Technology
- Childcare Supplies
- Safety Supplies
- Kitchen Supplies
- Cleaning Supplies etc.
- Manpower Information who manage this section
- Total Children Information including their name, Parent's information, Age etc.
- Vaccination Information of the kids etc.

- ***Report module***

This module is dedicated for generating various reports. It can generate different report according to the user's request. Users will able to generate reports, formats are given as annexure but not limited to:

- Year Wise
- Month Wise

- Date range Wise
- Dept./Zone/Plant/Office location wise
- Time period wise
- Overall Report

- *Archiving*

There must be a process where previous year's report can be uploaded and those reports can be downloaded/accessible at any time. Super admin can do this job.

- *Searching Criterial*

All entry screen should have several data filtering criteria based on the specific requirements.

- *Super Admin Module*

In this module, Super Admin can set the priorities to another user. In that case, super admin can authorize whether the other users to have limited or full access into the software. They can add/modify/search doctors, patients, Lab technicians, chambers as well as they can correcting the information, reset/recover the user password, backup database, generates monthly, yearly, zone and plant wise reports, data archiving etc. Mainly, they have all sorts of power to operate this software.

- *Audit/Log Management*

This will store the audit and the log data of the software. Time to time there is a need to audit the software. This section will set some parameter and store all the logs and send notifications to the appropriate authority.

- Proper mechanism should be maintained for every content change performed by system user.
- Data Backup Process.
- Data Migration Process.
- Data Archiving Process.
- **Data Confidentiality should be strictly maintained.**
- **All previous patient's data including checkup time, prescriptions, disease history, whether the officials and employees are vaccinated or not - must be uploaded to the newest application.**

❖ DESIGN, DEVELOPMENT, IMPLEMENTATION & DEPLOYMENT REQUIREMENTS

- Solution architecture should be based on 3-Tier web based Architecture.
- Platform independent solution will be given preference.
- Maintain SDLC methodology preferably Agile.
- Ensures Compatibility of all major browsers such as Mozilla Firefox, Google Chrome, Opera Mini, Internet Explorer etc.
- Must follow clean and quality code.
- Proper Indexing, Constraints should be maintained in database level.
- Role Based Database Object Access.
- Database object will be created in a USER then give SELECT, INSERT, UPDATE, DELETE, EXECUTE permission to another USER and application should be connected with that permission owned USER.
- Password must be preserve in hash format with a salting value for unique hash value.
- All query should be parameterized.
- Maintain a proper session management mechanism.
- All entry screen forms should be properly validated.
- Generate reports based on the format given.
- Use Database normalization technique.
- Source code Vulnerability check.

❖ Technical Requirements:

The proposed system should contain the following technical requirements/functionalities, but not limited to:

- Application must be completely web-based, and must not require any client software other than a web-browser to use it.
- Application should be preferably free from any proprietary software in its architecture.

- Implement data validation for both client and server (eg: AJAX technologies, JavaScript, etc. for web-based application)
- Implement Search, Create, Read, Update, Delete (SCRUD) operations.
- Implement filter option to quickly reach to desired information for some pages.
- Adopt Role-Based Access Control (RBAC) to authorize system resources allocation to users based on roles. User authentication is secured from every user-end, where super admin should have option to maintain the level of security. Option for maintaining User Access privileges based on Head Office, Zonal Office, other plant level.
- At the development stage, vendor must follow the standard code and naming convention, code level documentations, code level and other necessary documentation.
- Ensure compatibility to all major browsers such as Mozilla Firefox, Internet Explorer, Google Chrome, Opera mini etc.
- Software should be scalable and upgradeable as and when the number of users and contents increases.
- Image and other content customization features should be inbuilt within the system to allow standard content sizes (such as- standard image size for easy uploading and processing)
- Database migration into latest cloud supported oracle database version like 19c or higher version
- Other relevant work pertaining to efficient operation of DWASA Medical Centre.

❖ **PROJECT IMPLEMENTATION SCHEDULE :**

The estimated time for the development of "Medical Information Management Software for Dhaka WASA" will be 2 (two) months. This includes –

- Software development
- Data migration
- Implementation and
- End user training.

After implementation, 1 (one) month for test data entry for functional justification. After that, next 5 (five) months will be the support services periods.

Medical Information Management Software									
	Month->	1	2	3	4	5	6	7	8
1	Requirement Analysis								
2	Software development								
3	BETA version release								
4	Development in live server								
5	POST UAT modification								
6	End user handover and training								
7	Data Entry and functional justification								
8	Support service								

[N.B:Support service will be started only when the DWASA MIS team will accept the newly built full software.]

❖ **DEVELOPMENT TOOLS AND PLATFORM :**

Particulars	Technology	Version
Software Development Methodology	Agile Scrum	Latest
Application Model	MVC Platform	Latest
Web Server	Apache Tomcat	Latest
API	REST	Latest
Frontend Language	HTML-5, CSS & Bootstrap Framework, AJAX, JSON, jQuery, Vue.js	Latest Stable
Backend Programming Language	Java - Spring Boot Framework	Latest Stable
Database	Oracle Database	Latest Stable
Server OS	Linux	LTS Version
DWASA APIs	HRMS API, Leave API	-
Authentication	JWT	-

❖ SECURITY REQUIREMENTS

The security shall adhere to following requirements:

- The Information Management and Security Policy (IMSP) document during deployment.
- The software should provide audit trails and logs mechanism for content changes performed by system users.
- Maintain time series data so that certain information is not lost with passage of time and repeated updating.
- Suitable web security and data security from spams, virus, hackers, intruders, etc.
- Include **up-to-date CAPTCHA** program as a remedy to stop spam and other intrusions wherever required.
- Handle Session Hijacking, session replay etc.
- Input Validation to prevent attacks such as buffer over-flow, cross-site scripting, SQL Injection, etc.
- Mandatory Password reset option after a certain period.

❖ **Software application should have able to protect from the web attacks:**

- Cross-Site Scripting.
- SQL injection.
- Broken Authentication.
- Cross site resource sharing.
- DoS attack.
- DDoS attack.
- Brute Force attack.
- Session hijacking.
- Ransomware etc.

❖ Use VPN, Proxy Server (if needed).

❖ **Testing**

Below listed testing should be completed before deployment in live environment

- Proper user acceptance Testing.
- Functional Testing.
- Load Testing.
- Penetration Testing
- Unit Testing
- Alpha-beta Testing
- Regression Testing

❖ **Code Review and Prepare environment**

- Before deployment in live environment, vendor will must arrange **5 working days session** in which total source code and application architecture will be understood for MIS and Billing Dept. personnel.
- Vendor will arrange **4 working days** session understanding the preparation of Server configuration and software installation process for MIS and Billing dept. personnel.

❖ **Application Environment Preparation**

- Developing/Testing Environment
- Live Environment

❖ EXPECTED DELIVERABLES :

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

Specification Documents

- System Requirement Specification(SRS).
- Software Design Documentation (SDD).
- Prototype.
- System Test Case, with Test Data and Report.

Diagrams

- Process Flow Diagram.
- Data Flow Diagram.
- Use Case Diagram.
- ER Diagram.
- Application Architecture.

Manuals And Tutorials

- Training materials and user manuals

- Video Tutorial for Users (Doctor, Patient and the other user).
- Video Tutorial for Admin Panel.
- Installation Procedure.
- Deployment Process Document.

- **Latest all complete source code aligned with live system and full database with proper comment for better understandingand relevant test reports.**
- Maintenance agreement, Draft & SLA.
- Deployment Process Document (Linux Command, Dependencies etc.).
- Administration manual and user manual.
- Maintenance agreement & SLA.
- User Acceptance Test (UAT) and Software Quality Assurance (SQA) Report.
- Approved final released version of the developed system.

❖ **STAFFING REQUIREMENTS:**

Following are the minimum staffing requirement:

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

❖ **OTHER REQUIREMETNS :**

- The vendor should have a valid up-to-date trade license, Incorporation certificate (if necessary), TIN with up-to-date Tax Return Certificate, BIN Certificate.
- After expiry of warranty period, the firm shall compulsorily offer AMC for a minimum of two years @ 10% per annum of contract value after expiry of warranty period. However, DWASA may or may not award the AMC at its own sole discretion.
- The Performance Security shall be released when both phases of the project (1. Development and Operation 2. Maintenance, Service and 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.
- Before Every payment all source codes aligned with live system shall be submitted and accepted by DWASA MIS team. Should have the facility for all time reading access and downloading 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 and must be accepted by the corresponding DWASA technical team:
  - **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.

- **System Administration Manual:**
  - Server Environment Setup
  - Docker Documentation (if any)
  - Deployment Process
  - Software Operation Manual
  - Infrastructure and storage related documentation
  - Backup and Recovery Policies
- **Friendly User manual**
  - Admin User Manual
  - End user manual
  - Training Manuals and presentation slides, pdf etc.
  - Detailed video tutorial for better understanding of using this application for the different user's level.

❖ TRAINING:

After deployment this application in live environment, training session will be provided by the contractor for Dhaka WASA Technical level and application end user level. Code review, database handover and other technical training should be provided by the contractor to the technical handover team of DWASA.

Training cost, foods and providing materials cost as well as the training fee must be provided by the contractor company to the Dhaka WASA users in the Technical Level and User Level.

❖ PAYMENT PROCEDURE OF THE WORK:

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

- **UI Design and Database Design:Ten (10) percent** of the Contract Price shall be paid upon completion and submission of UI Design and Database Design duly accepted by the Client.
- **Completion of User and Task Management Module: Forty (40) percent**of the Contract Price shall be paid upon completion and submission of role-based user format as well as completion of all the Modules duly accepted by the Client of DWASA.
- **Reports Development:Thirty (30) percent**of the Contract Price shall be paid upon submission of the necessary reports duly accepted by the Client.
- **User's Manual, Handover of Source Code and Training:Twenty (20) percent** of the Contract Price shall be paid upon completion of the user Manual and Training duly accepted by the Client. **This payment will be paid after the maintenance and service period.**

❖ DURATION OF THE ASSIGNMENT :

The duration of the assignment is 3 (three) months after signing the contract excluding the maintenance and support service period. After delivery the software, warranty, maintenance and support service should be mentioned 5 (five) months from the software delivery time.

❖ CLIENT SUPPORT AND FACILITIES:

The client firm will facilitate monitoring of studies by the employer. The project will provide to the consulting firm all key program documents & reports such as:

- Sharing relevant up to date project information for a better understanding of the project.
- Providing timely feedback to the consulting firm on inception report sampling, training module.
- Any logistic support such as **transportation as well as office space will not be provided by the client.**
- **This TOR can be modified in nextafter the submission of RFP, according to, or based on the upcoming requirements and for better services.**

❖ COPYRIGHT:

Dhaka Water Supply and Sewerage Authority (DWASA) Authority shall hold exclusive rights on all design and other work products contained on the software. Vendor should provide entire software source codes and other deliverables to the authority. Any studies, documents, reports, graphics or other material prepared for this software project like the Scope of the business, BRS, SRS, details database design, interface design, use case design, activity diagram, relational diagram, QA testing methodology, Training module design etc. should belong to and remain the property of DWASA authority.

Appendix C : Financial Negotiation meeting Report

Financial Evaluation Report

❖ Introduction

In the technical evaluation PEC-2 found that the Firm "TechUno" 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.

❖ Evaluation Process:

After recommendation from RFP evaluation committee, PEC-2 has opened the financial proposal. PEC-2 has made a negotiation meeting on 21th January, 2024 along with the presence of an authorized representative of TechUno.

During the negotiation meeting, all scopes of the proposal has been discussed with the TechUno. PEC-2 has tried to negotiate with TechUno with their proposal and total scope of the service. Initially, the quoted price was 8,86,875/- TK (Eight lac Eighty Six thousand Eight Hundred and Seventy Five Taka). After negotiation, this price stands as 8,78,006.25/- TK (Eight lac Seventy Eight thousand Six Taka and Twenty-Five Paisa only) which is 1% less than the proposed price.

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

❖ Observation of PEC-2:

After analyzing all the documents, PEC-2 have found that the firm 'TechUno' 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 **"TechUno"** is financially qualified for the service.

❖ Financial Evaluation Summary

Firm's Name	Proposal Price (BDT)	Evaluated Price (Negotiated Price) (BDT)	Percent Less	Comment
TechUno	8,86,875	8,78,006.25	1%	Financially qualified for the service.

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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: **TechUno**
Plate No-34, Sonargaon Janopath,
Sector-11, Uttara, Dhaka.

21.01.2024
Engr. Arpita Saha
System Analyst
MIS & Billing Department
Dhaka WASA
Member-Secretary of PEC-2

21/01/24
Nazma Khatun
Executive Engineer
P & D (Sewer)
Dhaka WASA
Member of PEC-2

21.01.2024
MD. Elias Uddin Mahmud
Senior System Analyst
Office of the Commercial Manager
Dhaka WASA
Chairperson of PEC-2

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