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Contract No:46.05.0000.223.68.44.23-12/32

Date: 17.01.2024

CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the 17-Jan-2024 between A K M Shahid Uddin, Deputy Managing Director (Operation & Maintenance) & Senior Systems Analyst (AC), (MIS & Billing Dept.), Dhaka WASA, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka 1215, hereinafter referred to as "Dhaka WASA" (here-in-after called "the Purchaser") of the one part and Md. Kamrul Hasan, CEO, Nano Information Technology, H.S. Bhaban, Cha-75/A (5th Floor), Progoti Sharani, North Badda, Dhaka-1212 (here-in-after called "the Supplier") of the other part:

Whereas the Purchaser invited tenders for certain software services "VAT Calculation Module Development for Water, Sewerage and Deep Tube-Well Connection Software, Dhaka WASA" and has accepted the quote offered by the Supplier of the software services for the sum of Tk. 2,20,000/- (Two Lakh Twenty Thousand only), here-in-after called "the Contract Price".

NOW, THEREFORE, THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

- This Contract Agreement will be followed as per rules of PPR-2008.
- The above Price quotation is including VAT & TAX as per government rules.
- This Contract Agreement shall remain valid for a period of 9 (Nine) weeks from its effective date mentioned in Annexure – 1 unless it is extended at mutual understanding of both parties.
- In case of failure to supply the software services within the scheduled time period, penalty will be imposed as per the rules of PPR-2008.
- Terms & Conditions including Scope of Work, Technical Specification, Project Deliverables, Project Duration and Payment Procedure are mentioned in Annexure -1, which is to be considered part of this Contract Agreement.
- Termination: Any party is entitled to terminate this agreement giving a thirty (30) day's prior written notice to the other at any time during this Contract period with a valid reasoning. Neither party shall be responsible to the other for any costs or damages relating to or resulting from the termination or expiration of this Contract Agreement in accordance with its terms of this Contract Agreement.
- Penalty: Delay of supplying goods/software and installation shall be charged 0.5 percent of the contract price for each week but cannot exceed 10% of the total Contract Price.
- AMC Contract: At the expiry of warranty period, mentioned in Annexure – 1, the Purchaser may come into an Annual Maintenance Contract (AMC) with the Supplier on a separate Contract Agreement along with Terms & Conditions.
- Future Enhancement: As per Purchaser's necessity, the Supplier may deliver any services in supporting to this software after the warranty period; which will be considered as Future Enhancement (out of scope of mentioned services in this Contract Agreement). However, that dealing will be guided by a separate Contract Agreement along with separate Terms & Conditions for additional payment and timeline upon mutually agreed by both parties.



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1. 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.

2. Liquidated Damage/Penalty

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

3. Limitation of Liability and Force Majeure:

- If the Supplier 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 Purchaser hereby agrees to indemnify and hold the Supplier harmless from any such losses, damages, claims, charges, costs or expenses (including reasonable attorney fees).
- Force Majeure: In the event that either Supplier is unable to perform any of its obligations under this Contract Agreement as a result of natural calamity/disaster, or unexpected/unwanted/unavoidable circumstances including any order by any Court or the Government Authorities that may occur delay in granting any permission/s by the concerned authority/is, 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 thirty (30) days from the receipt of notice of the Force Majeure Event, the Supplier whose ability to perform has not been so affected may by giving written notice of seven (7) days terminate this Contract Agreement.

4. Dispute Resolution:

If any dispute arises between the Purchaser and the Supplier, the Purchaser or the Supplier 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 Purchaser or the Supplier shall refer such dispute to sole Arbitrator to be appointed by the both Parties mutually. The arbitration shall be conducted in accordance with the Arbitration Act, 2001 of Bangladesh. The arbitration shall be conducted in English and the venue of the arbitration shall be at Dhaka, Bangladesh. The decision of the arbitrator shall be final and binding upon both the Parties. This clause shall survive upon termination of the Contract Agreement.

5. Non-Solicitation

Neither the Purchaser nor the Supplier 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.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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In witness whereof the both parties hereto have caused this Contract Agreement to be executed in accordance with laws of Bangladesh on the day month and year first written above.

Signed on behalf of -

DHAKA WATER SUPPLY AND SEWERAGE AUTHORITY

A K M SHAHID UDDIN

Deputy Managing Director (Operation & Maintenance)
& Senior Systems Analyst (AC)
MIS & Billing Department
Dhaka WASA

Signed on behalf of -

NANO INFORMATION TECHNOLOGY

Md. Kamrul Hasan

Chief Executive Officer (CEO)
Nano Information Technology

Witness (1) -

ARPITA SAHA

System Analyst
MIS & Billing Department
Dhaka WASA

Witness (1) -

17/01/2024

Md. Mahabob Alam

Designation: Manager Business Development
Nano Information Technology

Witness (2) -

MD. SHAHIDUL ISLAM

Programmer
MIS & Billing Department
Dhaka WASA

Witness (2) -

Shafiqul Islam

Designation: Accountant
Nano Information Technology

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

Terms of Reference (TOR)

For

**VAT Calculation Module Development for Water, Sewerage and Deep Tube-Well Connection Software,
Dhaka WASA**

A. SCOPE OF WORK:

1 Introduction

Dhaka Water Supply and Sewerage Authority (WASA) was established in 1963 to improve water supply and sewerage services inside Dhaka, Bangladesh. Over the years, Dhaka WASA has expanded its infrastructure, implemented modern technologies like SCADA, GIS and MIS and addressed challenges such as rapid urbanization and water pollution. It continues to work on initiatives to enhance water supply, sewerage systems, and promote water conservation. Dhaka WASA plays a crucial role in providing clean water and improving sanitation inside Dhaka.

2 Background

To align with the vision of "Digital Bangladesh," DWASA (Dhaka Water Supply and Sewerage Authority) has taken the proactive step of automating its billing account generation process. This decision reflects the commitment to leveraging technology to enhance efficiency, accuracy, and transparency in managing customer accounts and billing procedures. To achieve the automation process DWASA authority has decided to develop some modules for Water, Sewerage and Deep Tube-well Connection Software. These modules be used for calculating VAT (Value Added Tax) at Water, Sewerage and Deep Tube-well Connection Software and Billing Software. Using these modules, we can easily calculate the application cost with VAT.

3 Objective

New Connection Software:

- To develop new module for New Water and Sewerage Connection software for calculating VAT during Demand Note creation and Demand Note View.
- To develop a new module for VAT calculation for Application FEE
- To develop a new module for VAT calculation for Demand Note and Application fee In APIs
- To develop a new module for SE queries and replies unto SAE and ARO.
- To develop a new module for Comments and replies up to CE.
- Some label and design improvements.

Private Deep-tube well:

- To develop new module for Private Deep Tube well Connection software for calculating VAT during Demand Note creation and Demand Note View.
- To develop a new module for VAT calculation during Estimate Calculation.
- To develop a new module for VAT calculation for Application FEE
- To develop a new module for VAT calculation for Demand Note and Application fee In APIs
- To develop a new module for SE queries and replies unto SAE and ARO.
- Some label and design improvements.

7 Training Program

- The vendor will have to arrange 2(Two) days of training at MIS andBilling Department, DWASA on code review for 5 employees.
- The vendor will provide refreshment (within 500/- Tk), allowance(1000/- Tk) per trainee and training Kits (bag,Notepad, pen, training manual etc. worth 500/- Tk).

8 Development Tools and Platform

Particulars	Technology	Remarks
Platform	Windows Server 12	
Backend	Dot NET 4.5	
Database	Oracle 11g	
Request & Response	JSON	
API Architecture	RESTful	
Web Server	DWASA Server	
RAM	8GB	
Storage	1 TB	
IP	Real IP	

9 Staffing Requirements

SI No.	Job Title	Qty
1.	Project Manager/Team Leader	01
2.	System Administrator	01
3.	Database Administrator	01
4.	Senior Software Engineer	01
5.	Software Engineer	02
6.	Support Engineer	01
7.	Total	05

10 Timeline

Timeline for VAT Calculation Module Development									
SL	Weeks	1	2	3	4	5	6	7	8
1.	Requirement Analysis								
2.	SRS and SDD								
3.	VAT Calculation Module Development								
4.	Testing								
5.	Deployment & Training								
6.	Maintenance								

Figure 1: Timeline for VAT Calculation Module Development for New water, Sewerage and Private Deep Tube-well Connection Software

11 Other Requirements

The vendor should have a valid up-to-date trade license, Incorporation certificate (if necessary), TIN with up-to-date Tax Return Certificate, BIN Certificate.

12 Duration of Contract Period

- This Contract Agreement of **VAT Calculation Module Development for New water, Sewerage and Private Deep Tube-well Connection Software, Dhaka WASA** becomes effective from Work Order date to next of 8 (Eight) weeks (including 2 (Two) weeks for development, deployment, training & 6 (Six) weeks for free support service) unless it is extended by the mutual understanding of two parties. For any changes/modifications/bug fixing for **VAT Calculation Module Development for New water, Sewerage and Private Deep Tube-well Connection Software, Dhaka WASA** the purchaser will follow change request procedure and the supplier will response within 48 hours excluding government holidays & weekends without any additional charges within this warranty period (6 weeks).
- The supplier, **Nano Information Technology**, will do the total work within first two weeks as software deployment, testing & troubleshooting, training, implementation as identified and agreed in defined scope of work and after successful training and handover to Dhaka WASA, the next 6 (Six) weeks software will run/operate by the personnel of MIS & Billing Department with cooperation of **Nano Information Technology** raised bug/error or Change Request (CR) getting from the user department will be mitigated within the warranty period. There is maximum 20 (Twenty) percent tolerance level of Change Request (CR); which will be considered as out of charge. More than the tolerance level will be considered as "Future Enhancement" of the Software Services

13 Payment Procedure of The Work

- i) **Payment:** 100% (Hundred Percent) Payment will be done after completing of training and submission of the following documents duly accepted by the client:
- System Requirement Specification.
 - Software Design Documentation.
 - Process Flow Diagram.
 - Use Case Diagram.
 - ER Diagram.
 - Application Architecture.
 - Complete Source Code.
 - Deployment Process Document.