

Contract No. 46.05.0000.223.31.010.23/

Date: 06/02/2024

SOFTWARE SUPPORT & MAINTENANCE AGREEMENT

This Agreement made on this the 06 February, 2024 of the Christian era

BETWEEN

United Software Solution, House: [Company Full Location], Bangladesh represented by its [Company Representative name, Designation] hereinafter “**United Software Solution**” (which expression shall, where the context so admits, include its successors-in- interest, heirs, executors, legal representatives, administrators, agents and assigns) of the ONE PART.

....The first Party

AND

Dhaka WASA (Water Supply & Sewerage Authority), a Govt. utility service provider having its Head Office at WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka 1215, represented by its Deputy Managing Director (O & M) & Senior System Analyst (A.C.), A K M Shahid Uddin hereinafter referred to as “**Dhaka WASA**” (which expression shall, where the context so admits, include its successors-in- interest, heirs, executors, legal representatives, administrators, agents and assigns) of the OTHER PART.

....The second Party

(Together hereinafter referred to as “Parties” and individually as “Party”).

1. Duration of Agreement

This Agreement will be for the period commencing on **1st June, 2023 and ending on 31st May, 2024.**

2. Terms and Scope of Work

United Software Solution will be responsible for **Maintenance & Support Service of Procurement of Software for Audit Division, Dhaka WASA.** Detailed tasks are described in the Submitted technical proposal and financial proposal from United Software Solution is attached and those form integral part of this agreement.

Services

- (i) The United Software Solution shall provide the Services to DWASA as described in and in accordance with the Proposal signed by both parties, which will incorporate the terms and conditions set forth in these General Terms of Business.
- (ii) Changes to the scope of the Services shall only be made in writing, executed by authorized representatives of both parties.
- (iii) The United Software Solution shall provide the services from the date specified in the Proposal. The Services shall continue to be supplied until they are completed in accordance with the Proposal, subject to earlier termination in accordance with these General Terms and Conditions.
- (iv) In providing the Services, the United Software Solution shall:
 - a. Reasonably co-operate with DWASA in all matters relating to the services, and comply with all reasonable instructions of DWASA;

Details & duration of coverage of the Maintenance and support services:

Upon receipt by United Software Solution of notice from Client through the email of an error, defect, malfunction or nonconformity in the Covered Software, United Software Solution will respond as provided below:

Working schedule: 5 days a week, 08 hours per day, all the year round except any natural disaster and/or unavoidable circumstances

Maintenance Services Includes/covered

1. Incorporation of customizable report based on existing data (If needed for user department).
2. Adding new requirement as per user department.
3. Better service security management and maintain log file for quick recovery.
4. Applying validation if needed in any forms.

Response time:

- Very High- within 04 Hours
 - High- 05 within Hour
 - Medium- within 06 Hour
 - Low- within 08 Hour
- b. Perform the Services with reasonable care, skill, and diligence and in accordance with best practice in the United Software Solution's industry, profession or trade.
 - c. Use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the United Software Solution's obligations are fulfilled in accordance with this Agreement.
 - d. Ensure that the Services will conform with all descriptions and specifications set out in the Proposal, and that all documents, products, and materials associated with performance of the Services developed shall be fit for any purpose expressly or impliedly made known to the United Software Solution by DWASA.
 - e. Provide all equipment, tools and vehicles and such other items as are required to provide the Services.
 - f. Use the best quality goods, materials, standards and techniques, and ensure that all documents, goods and materials supplied and used in the Services or transferred to DWASA will be free from defects in workmanship, installation and design;
 - g. Obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations;

3. Payment

In consideration of the satisfactory performance of the services as specified in the financial proposal, DWASA will pay to the United Software Solution **Taka = 1,47,750/-** (One Lakh Forty-Seven Thousand Seven Hundred and Fifty Taka Only) including VAT and TAX as applicable by the Government of Bangladesh for One year. The applicable TAX and VAT to be deducted at source and deposited by DWASA to Government of Bangladesh. Payment will be made by **One Installment (i.e. 100% of Total Bill)**

Payment will be made to United Software Solution through BEFTN (Bangladesh Electronic Funds Transfer Network) upon receiving the completed service in satisfaction.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Procuring Entity
Signature

For the Contractor
Signature

Name Engr. A K M Shahid Uddin
Designation Deputy Managing Director (O & M)
 &
 Senior System Analyst (A.C.)
 MIS & Billing Department
 Dhaka WASA

In the presence of Name

In the presence of Name

Name Engr. Arpita Saha
Designation System Analyst
 MIS & Billing Department
 Dhaka WASA.