Proposal

to

Company1

for

upgrade of Company2 applications

by

My Consulting Company,

Business Registration No: XXXXXXXX

Incorporated in the country of Singapore

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# Introduction

Company (henceforth, Co1) has recently acquired Co2, a dominant <INDUSTRY> in <Country>.[[1]](#footnote-1)

Integration of the business lines and the Co2 team is underway. During the investigating and integration process, it was found out that some of the applications used were developed in-house by Co2. These applications were developed using several technologies and platforms, including, but not limited to: Delphi NNNN, Microsoft ASP.NET, Microsoft SQL Server, Microsoft VB.NET, Visual C# and Microsoft Windows XX.

The current vendor for Delphi is Embarcadero, and according to the Embarcadero support document[[2]](#footnote-2), Delphi NNNN has been desupported since August YYYY.

Hence, in order to obtain the latest vendor support, it was decided by CO1 that the applications needed to be upgraded to the latest release of Delphi and Windows. Through an introduction by person X, **CHUA** Chee Wee, an authorized representative, and owner of My Consulting Company (henceforth, MCC) was approached by person Y, <Person Y designation>, of Co1, to provide consultancy services to upgrade the applications written in Delphi NNNN, to RAD Studio XXXX Architect.

# Objectives

The objectives of this project are to ensure that the applications are:

* supported by all the vendors of the languages that the applications are written in, and
* running on the latest supported release of the target environment, eg, Microsoft Windows XX, Microsoft SQL Server NNNN, Microsoft IIS YY, etc.

# Scope of work

The scope of work for this project will involve the following:

* Automated tests
* Documentation (optional)
* Interoperability
* Upgrade

Each item of the list above will be explained in more detail in its own section.

# Automated tests

There would be automated unit tests for all modules.

An application performs to some requirements and specifications provided. For all of the applications involved in the upgrade, the following will be performed.

In order to confirm that an application is performing according to the requirements and specifications, the application can be tested manually, or automatically.

If there is no documentation or specifications available on functional and behavioral aspects of the application, then the existing application will be tested either manually, or using an application test suite.

In the interests of time, efficiency and productivity, MCC suggests that the approach to application testing to be using an automated functional testing and load tool, so as to ensure consistency and repeatability.

# Upgrade

Each application is written either using Delphi only, or in conjunction with components written in Delphi. There are open-source and commercial components used in the applications. During discussions, it was found out that some of the components involved are: FastReports, TMS Component Pack (or other TMS components), DevExpress, Raize Controls, and kbmMemTable.

The upgrade process involves upgrading all applications written in Delphi NNNN to RAD Studio XXXX, either through rewriting code, and/or the purchase of the latest release, for each and every component used by the applications.

# Interoperability

The interoperability process ensures that the upgraded application perform exactly as it was, either to documentation available, through observation of the application, or through automated tests.

It might be necessary to rewrite code to ensure that the upgraded applications perform according to the target operating system’s guidelines.

# CO1’s Responsibilities

To ensure a smooth and successful delivery of the project for both CO1 and MCC, CO1 will assign a project manager/liaison to assist and monitor the progress of this project, so that this project can be completed on time. MCC will report to CO1, through email / telephone conversations, on an agreed upon basis, for example, 1pm every Friday. If the reporting day is a public holiday either in the project manager’s country or MCC reporting representative’s country, then the reporting day will be 1 day earlier.

The project manager/liaison will ensure that resources necessary to complete this project are obtained and provided. The project manager/liaison shall provide his contact number and email address so that he can be contacted during working hours.

In addition, CO1 will provide an external USB drive that contains the virtual machines upon which the applications currently run, and upon which the applications will run.

If the project completion is delayed due to the inability of the project manager/liaison or CO1 to provide the information necessary to complete the project, then the project manager/liaison or CO1 shall be responsible for the consequences arising from the delay.

# Project Changes

Once the project commences, changes to the project will not be considered unless they’re already covered by this project proposal.

Addition of either hardware or software will not be considered.

# Project Deliverables

The deliverables for this project will be defined by the CO1 Project Manager during the course of Phase 1.

# Project Completion

This project is deemed completed when the applications are successfully tested to be running in the virtual machines provided.

# Project Termination

MCC reserves the right to terminate the project if the necessary information and resources required to continue the project cannot be provided for, after reasonable efforts to obtain them has failed and CO1’s management has been notified of these efforts three (3) times for each separate issue.

If the project is terminated, any payments made will not be returned as time and effort has already been spent.

The project is deemed terminated by one party informing the other, and for one party to make good all the outstanding payment up to the termination date, and for the other party to hand over all project deliverables, completed up to the termination date.

# Resource items

CO1 will provide and fund MCC with all the necessary tools to complete this project. There is no requirement for MCC to purchase tools under this project.

# Software licenses

CO1 is required to provide all software, software licenses and serial numbers for the execution of this project.

# Travel costs

In the event that travelling to another country is required, CO1 will reimburse all charges and expenses involved, such as taxi charges, travel ticket, hotel accommodation, etc. CO1 will, in addition, provide a per-diem rate of S$NNNN for expenses for each day outside of Singapore.

# Fees & charges

My Consulting Company is pleased to quote the charge of Singapore currency, S$NN,NNN monthly, for the execution of this project. Payment should be made in cheque. The cheque should be made to: My Consulting Company, and sent to the following address:

My Consulting Company

Consulting Company’s Address

Alternatively, it can be handed over to an authorized representative of MCC, or transferred by wire, in Singapore currency, to the following SWIFT account:

SWIFT code: OCBCSGSG

Bank Branch: 7339

Account Name: My Consulting Company

Account No: 000-000000-000

Upon completion of the project, the final remaining payments should be made.

If there are any additional software and software licenses required to execute this project, the client is responsible to provide the funds to purchase these software and software licenses.

In the event that the MCC services are not used for a full month, then daily rates of S$NNNN apply, for example, if MCC services are used for 2 months and 15 days, then the project charges are S$NN,NNN (2 months at S$NN,NNN/month and 15 days at S$NNNN/day).

MCC will invoice CO1 on the 23rd (or earlier) of every month, and CO1 will make payment for the invoiced amount within 5 working days.

# Working days

The working days for this project are Monday to Friday, except on Singapore public holidays. The working hours for this project are 9am to 6pm, inclusive of an hour of lunch-time.

If, for any reason, MCC personnel working on this project have to take time off the project on the working days, then the time taken will be reimbursed back to CO1 through working the same additional amount of time that was taken off the project.

# Dispute

If there are any disputes arising out of the execution, or the meaning of this contract, the Singapore courts would be deemed to have jurisdiction.

# Proposal Acceptance

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Authorized representative’s designation

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Authorized representative signature / Date / Company Stamp

Indicate desired start date: 1 Jul YYYY

1. In a tele-conversation held with Chee Wee. [↑](#footnote-ref-1)
2. URL [↑](#footnote-ref-2)