



OPERATION & MAINTENANCE (O&M) AGREEMENT BETWEEN

Dhaka Water Supply and Sewerage Authority (DWASA)

&

DRINKWELL® a brand of WIST Bangladesh Ltd.



THIS Agreement (this “**Agreement**”) is made and entered on this 1st of November Two Thousand and Twenty One between

Dhaka Water Supply & Sewerage Authority, a government owned service-oriented autonomous commercial organization established in 1963 duly incorporated and operating as provided in the WASA Act 1996 and under the other laws of People's Republic of Bangladesh, having its registered seat at 98, Kazi Nazrul Islam Avenue, Karwan Bazar, Dhaka 1215, Bangladesh (hereinafter “**DWASA**”), of the one part, **whose main responsibility is providing potable and safe water supply & sewage management to Dhaka dwellers;** and

DRINKWELL, a brand of WIST Bangladesh Ltd., which is a subsidiary of WIST Inc., a social enterprise dedicated to transforming the global water crisis into entrepreneurial opportunity, having its registered seat at Unit No: 9-G, 9th Floor, Plot No-2, Road No. 144, Gulshan-1, Dhaka-1212 (hereinafter “**Drinkwell**”), of the other part, **whose main responsibility is treating or purifying portable water to safe drinkable water for Dhaka dwellers at a reasonable price.**

Both hereinafter referred to as a “**Party**” individually or the “**Parties**” collectively and agrees on following rules and regulation.

1. Obligations of DWASA:

DWASA hereby agrees and undertakes to fulfill the activities as below:

- a) DWASA will pay Drinkwell the following amounts for operating and maintaining Water ATM Systems at pump locations which includes having caretakers onsite at pump during operational hours as well as servicing staff who will provide onsite after-sales servicing for both treatment technology and Water ATM system:
 - I. Tk. 25,000 inclusive of VAT and Taxes per month per pump from the system commissioning date for 8-hour shifts.
 - II. Tk. 31,000 inclusive of VAT and Taxes per month per pump from the system commissioning date for 12-hour shifts.
 - III. Tk. 40,000 inclusive of VAT and Taxes per month per pump from the system commissioning date for 16-hour shifts.

- IV. Tk. 55,000 inclusive of VAT and Taxes per month per pump from the system commissioning date for 24-hour shifts.
- b) DWASA will provide land for Water ATM System.
 - c) DWASA will permit water connection for Water ATM purification system.
 - d) DWASA will build a shed for Water ATM System inclusive of proper drainage line for backwash, heavy duty lock for shed security. DWASA will also provide (1) 1 office style table with at least two drawers with lock; (2) 2 chairs; (3) 1 fan; (4) 2 tube lights inside shed; (5) 1 light for outside shed; (6) 5 electrical sockets for 2 ATM machines, 1 purification system, 1 closed-circuit camera, and 1 router; (7) Water line bridge pump to shed for purification system; (8) LED signboard; (9) civil line from source water; as well as (10) ongoing water and electricity to the ATM. These are DWASA-owned assets which would be repossessed by DWASA upon the end of this project.
 - e) DWASA will provide 500 smart cards at a time for Drinkwell to sell at each pump station. Drinkwell will then provide a monthly update on the number of smart cards sold as well as the number in stock to DWASA, who will replenish the number of smart cards to ensure an appropriate balance of smart cards at all times as determined by the authorized representatives of both DWASA and Drinkwell.
 - f) DWASA will issue credit to Drinkwell for each pump station and provide a revolving Tk 75,000 upfront credit for each Pump Station to Drinkwell that is to be used to sell recharge credit for use in the Water ATM smart card by end users. DWASA will, once notification is given that the available recharge credit at a certain pump is below Tk 10,000, replenish an additional amount after receiving deposit slip proving the replenished amount has been deposited to DWASA's designated bank account.
 - g) DWASA will, once notification is given that the available recharge credit at a certain pump is below Tk 10,000, replenish an additional amount after receiving deposit slip proving the replenished amount has been deposited to DWASA's designated bank account.
 - h) DWASA will finance mobile money digital transaction fees incurred when the Drinkwell transfers recharge card revenues to DWASA through Drinkwell monthly service fee.
 - i) DWASA and Drinkwell have the right to change the monthly service fee every 3 months if both parties find it mutually agreeable to change the monthly service fee.

2. Obligations of Drinkwell:

Drinkwell agrees and undertakes to fulfill the activities as below:

- a) Drinkwell will design a turnkey Water ATM-enabled technology solution that includes both treatment technology and a Water ATM dispensing system.
- b) Drinkwell will provide all equipment's for Water ATM system and 500 RFID Cards per pump to Dhaka WASA including: (1) 2 single tap battery-powered Water ATM Dispensers per pump; (2) 2 FRP Column with filtration media and pipes/wires/valves per pump; (3) 1 Instructional Banner outlining how to use the Water ATM System with photos per pump; (4) 1 NFC-enabled smartphone per pump; (5) 1 IP closed-circuit camera for pump monitoring & surveillance per

pump; and (5) 1 smartphone to Dhaka WASA for recharge facility. These are Drinkwell-owned assets which would be repossessed by Drinkwell upon the end of this project.

- c) Drinkwell will purify portable water and will ensure treated water is compliant with Bangladesh National Water Quality Standards
- d) Drinkwell will collect raw water sample from each DWASA pump to be quarterly tested through a water quality report conducted by a third party independent lab as determined by Drinkwell consisting of the following parameters: (1) pH; (2) Calcium; (3) Conductivity; (4) Phosphate, PO₄; (5) Nitrate; (6) Chloride; (7) Fluoride; (8) Iron; (9) Manganese; (10) Arsenic; (11) Total Coliform; (12) Fecal Coliform.
- e) Drinkwell will take initiative to upgrade the Water ATM system and include digitization and automation features, as well as ensure high utilization rates of the Water ATM system through marketing campaigns in partnership with DWASA.
- f) Drinkwell is responsible for ensuring proper functioning of all components within the Water ATM System including any repairs or replacements whose costs would be financed through a monthly service fee.
- g) Drinkwell will be liable for operating the Water ATM System in strict compliance with all the applicable laws and regulations of Bangladesh, including local/municipal laws in force and labour legislations. The Service Provider stands fully indemnified in case of any violation of law and non-compliance.
- h) Drinkwell will enlist Caretakers to operate the system. The Caretaker will be trained by Drinkwell and will do routine operation and maintenance (including but not limited to Water ATM smart card user registration, user recharging, balance recharging from the DWASA as well as system backwash, conditioning, tank cleaning, etc.) as per the Operation & Maintenance Manual provided by Drinkwell.
- i) Drinkwell will provide all documents with regard to Water ATM System operation and maintenance to DWASA.
- j) System operation & maintenance including consumables, repairs and replacement of components as well as fees associated with Water ATM including but not limited to mobile SMS and data packages, mobile money transaction fees, and connectivity charges for broadcasting of pump via closed circuit camera.
- k) Drinkwell will ensure water is being provided only through the Water ATM where users are using a Water ATM smart card to collect water by first depositing money onto the smart card and not through any other means.
- l) Drinkwell is responsible for providing repairs and replacement parts for the lifetime of the Water ATM system. Replacement of capex is not part of this agreement.

3. Duration of Agreement:

This Agreement shall commence on the date of signing of this Agreement, unless otherwise determined by the parties hereto, and shall remain in force with an effective date from **July 1, 2021 until June 30, 2024** (hereinafter referred to as the "**Project Duration**")

4. Failure of Condition of Agreement:

In cases any employee/agent/representative of DWASA observes or if Drinkwell has reason to believe

or apprehend that the operations of Water ATM System operated by Drinkwell are harmful to DWASA or are not according to the regulation or standards of DWASA then DWASA shall have the right (but not obligation), at its sole discretion to act as outlined in Section 5.

5. Termination of Agreement:

The occurrence of any of the following events/acts shall constitute good cause for either party to terminate this Agreement with a 90-day effect with written notice to the other party:

- a) If DWASA is unable to pay three consecutive monthly service fee amounts.
- b) If Drinkwell uses the infrastructure and resources dedicated to Drinkwell under this Agreement, for purposes other than contemplated under this Agreement.
- c) Non-compliance or violation by Drinkwell or DWASA or by any one acting for or on behalf of the Drinkwell or DWASA of the provisions of this Agreement.

6. Dispute Resolution

Any dispute arising out of this Agreement or any breach thereof, including any question with regard to the validity and enforceability thereof shall, unless it can be settled amicably by the parties hereto by first having an initial arbitration in the office of Director (Technical), DWASA presided by the arbitrator Director (Technical), DWASA, shall be referred to secondary arbitration; the arbitral tribunal shall consist of 1 (one) arbitrator who must be accepted by both parties the appointment of the arbitrators and the secondary arbitration proceeding shall be regulated by the Arbitration Act, 2001.

7. Force Majeure:

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below:

- a) rebellion, terrorism, sabotage by persons other than the DWASA Personnel, revolution, insurrection, military or usurped power, or civil war;
- b) riot, commotion, disorder, strike or lockout by persons other than the DWASA Personnel;
- c) munitions of explosive materials, ionising radiation or contamination by radio-activity;
- d) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
- e) acts of the Government in its sovereign capacity;
- f) structure replacement due to PTW replacement activities.

DWASA decides the existence of a Force Majeure that will be the basis of the issuance of order for suspension.

8. Miscellaneous:

- a) No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties and specifically slating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.
- b) The rights and/or liabilities arising upon any party of this Agreement shall not be assigned by it to any third party except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.
- c) The validity and interpretation of this Agreement and the legal relations of the parties to it are governed by the laws of Bangladesh.
- d) This agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter thereof and overrides and supersedes any previous correspondence, negotiations, undertakings of agreement between the Parties. No verbal agreement, conversation or representation between any officers, agents or employees of the parties either before or after the execution of this Agreement may affect or modify any of the terms of obligations herein contained.

IN WITNESS WHEREOF the parties have signed this Agreement on the respective day and year below.

For DHAKA WATER SUPPLY AND SEWERAGE AUTHORITY

For WIST BANGLADESH LTD

Authorized Signature

Authorized Signature

Name: **Engr. Ramayswer Das**
Designation: Executive Engineer,
DWSNIP & Coordinator,
Water ATM Project, Dhaka WASA

Name: **Mizanur Rahman**
Designation: Country Director
WIST Bangladesh Ltd. (DRINKWELL).

Date:

Date:

Witness:

Witness:

Name:

Name:

Date:

Date: