

BANGLADESH-CHINA POWER COMPANY LIMITED

(A Joint Venture of CMC and NWPGCL)

UTC Building (Level # 5), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh Phone No. 9143908, 9140757, Web: www.bcpcl.org.bd, E-mail: info@bcpcl.org.bd

REQUEST FOR QUOTATION FOR

Procurement of Integrated Advance Health ERP for BCPCL Health Clinic at Payra 1320MW TPP site

BANGLADESH-CHINA POWER COMPANY LIMITED (A Joint Venture of CMC and NWPGCL)
UTC Building (Level-05), 8 Panthapath,
Kawran Bazar, Dhaka-1215, Bangladesh

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/0427.04

Issued On: April 27,2025.

Submission Deadline: May 05,2025 (before 12:00PM)





BANGLADESH-CHINA POWER COMPANY LIMITED

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То

- 1. Bangladesh-China Power Company Limited has been allocated funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
- 2. Detailed Specifications for the intended Works and physical services are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
- 3. Quotation is being requested on Unit-Rate/Lump-sum basis.
- **4.** Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in Para 6 below.
- 5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
- 6. Quotation in a sealed envelope or by fax or through electronic mail on or before 12:00 PM on May 05,2025. The envelope containing the Quotation must be clearly marked "Procurement of Integrated Advance Health ERP for BCPCL Health Clinic at Payra 1320MW TPP site" and "DO NOT OPEN before 12:30 P.M. on May 05,2025". Quotations received later than the time specified herein shall not be accepted.
- 7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in Para 6 above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
- **8.** The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days.
- 9. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
- 10. All Quotations must be valid for a period of at least 60 (Sixty) days from the closing date of the Quotation.
- 11. No public opening of Quotations received by the Closing date shall be held.
- 12. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the visible Law, if the Contract is awarded.

- 13. Rates shall be quoted and, subsequent payments under this Contract shall be made in BDT. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
- 14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to updated valid Trade License, Tax Identification Number (TIN), VAT Registration Number and one completed work experience of similar nature without which the Quotation may be considered non-responsive.
- 15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
- 16. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
- 17. The delivery of goods and implementations of service shall be completed within 3 (three) months from the date of signing of the contract.
- 18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 07 days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 03 days of issuing such Letter of Invitation.
- 19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Rashed Morshed

Superintending Engineer

Bangladesh-China Power Company Limited

UTC Building (Level-05), 8 Panthapath, Kawran Bazar,

Dhaka-1215, Bangladesh.

e-mail: fahim2252@bcpcl.org.bd

Distribution:

- 1. Notice Board.
- 2. Office File.



Quotation Submission Letter

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/0427.04

Issued On: April 27,2025

Superintending Engineer
Bangladesh-China Power Company Limited
UTC Building (Level-05), 8 Panthapath, Kawran Bazar,
Dhaka-1215, Bangladesh.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named Procurement of Integrated Advance Health ERP for BCPCL Health Clinic at Payra 1320MW TPP site.

The total Price of my/our Quotation is BDT In Words:

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of the Conditions of Contract and pledge not to indulge in such practices in competing for or in executing the works.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on April 27,2025.

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

Signature of Quotationer with Seal Date:



Bill of Quantities

SI. No.	Item Name	Unit	Quantity	Unit price (Including VAT & IT)	Total price (Including VAT & IT)
	SECTION A: ERP So	oftware w	ith Related H	Iardware	
01	Integrated Advance Health ERP A. Advanced Hospital Management System (AHMS) B. Laboratory Information System (LIS) C. Radiology Imaging System (RIS) (As per attached ToR)	Pcs	1		
02	Server PC Processor- 12 th Gen Core i7 RAM-32GB (3200 bus speed or more), SSD- 512 GB HDD 2TB (server grade) with dedicated cooling system Licensed windows and Office Preferred Brand: HP/DELL or Equivalent.	Pcs	1		
03	IkVA Online UPS Voltage: Single Phase, 110Vac~290Vac Frequency: 50Hz (60Hz on request), Power Factor: > 0.98% (Full Load), Voltage: 220Vac Preferred brand: Apollo 1kVA or equivalent	Pcs	1		
04	Barcode Printer with 10 rolls of Barcode Label 300m maximum ribbon length Resolution: 203 DPI (8 dots/mm) Maximum Print Speed: 6 inches/second Max. Print Width: 4 inches Preferred brand: Zebra ZD230 or equivalent	Pcs	1		
05	Barcode Scanner Speed: 100 scans per second Connectivity: USB, RS232-485- 46XX Scan Angle: 35° Preferred brand: Zebra SYMBOL LS2208 or equivalent	Pcs	2		
06	Laser Printer Print Speed:18 PPM(Bk) Resolution: 600x600 dpi Connectivity: Hi-Speed USB 2.0 Preferred brand: Canon image CLASS LBP6030 or equivalent	Pcs	5		



Sl. No.	Item Name	Unit	Quantity	Unit price (Including VAT & IT)	Total price (Including VAT & IT)
07	Monthly Service charge for Integrated Advance Health ERP maintenance/Troubleshooting	Monthly	ance/Troubl	eshooting	

Total Price (in words)	
Works to be executed in & Mode of Transport	The above-mentioned services need to be performed in the following address: Payra 1320MW Thermal Power Plant, Dhankhali, Kalapara, Patuakhali. Contractor will use their own logistics, Transportation and other relevant support for this assignment.
Deadline of Service	As per deadline mentioned in the ToR.

[.....] number corrections made by me/us have been duly initialed in this BoQ.

Signature of the Quotationer with Seal	Date:
Name of the Quotationer	

Note:

- Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5, & 6 by the Quotationer.

 Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. Whatsoever up to the point of delivery of Goods and related services in all respects to the satisfaction of the Procuring



Technical Specification of the Goods for the Serial 2-6 of the BoQ

SI No (as per BoQ)	Technical Specification requirement of the procuring entity	Unit	Quantity	Technical Specification Offered by the Contractor
02	Server PC Processor- 12 th Gen Core i7 RAM-32GB (3200 bus speed or more), SSD-512 GB HDD 2TB (server grade) with dedicated cooling system Licensed windows and Office Preferred Brand: HP/DELL or Equivalent.	Pcs	1	
03	IkVA Online UPS Voltage: Single Phase, 110Vac~290Vac Frequency: 50Hz (60Hz on request), Power Factor: > 0.98% (Full Load), Voltage: 220Vac Preferred brand: Apollo 1kVA or equivalent	Pcs	1	
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05	Barcode Scanner Speed: 100 scans per second Connectivity: USB, RS232-485-46XX Scan Angle: 35° Preferred brand: Zebra SYMBOL LS2208 or equivalent	Pcs	2	
06	Laser Printer Print Speed:18 PPM(Bk) Resolution: 600x600 dpi Connectivity: Hi-Speed USB 2.0 Preferred brand: Canon image CLASS LBP6030 or equivalent	Pcs	5	

Note: Terms of Reference is attached in Annexure-01.



Invitation for signing Contract

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/0427.04

Issued On: April 27,2025

Name Address of the contractor

This is to notify you that your Quotation dated May,2025 for the execution of the Works and physical services named Procurement of Integrated Advance Health ERP for BCPCL Health Clinic at Payra 1320MW TPP site for the Contract Price of BDT only including VAT & IT as corrected, has been approved by the competent authority.

You are thus requested to attend the office of the undersigned to sign the Contract within 3 (three) days of issuing this Letter of Invitation; but in no case later than May...,2025.

You may proceed with the execution of the Works only upon signing the Contract. You may also please note that this invitation shall constitute the formation of this Contract which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal.

(Rashed Morshed)
Superintending Engineer
Bangladesh-China Power Company Limited
Level# 05, UTC Building, 8 Panthapath, Kawran Bazar,
Dhaka-1215.



Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] between [name and address of Procuring Entity] (hereinafter called "the Procuring Entity") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Quotation for certain Works and physical services named Procurement of Integrated Advance Health ERP for BCPCL Health Clinic at Payra 1320MW TPP site and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka [insert Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
- 2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Letter of Invitation
 - (c) the Conditions of Contract
 - (d) the Specifications
 - (e) the Terms of Reference
 - (f) the Design and Drawings
 - (g) the priced Bill of Quantities
 - (h) any other document listed anywhere in the Contract.
- 3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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 Purchaser

For the Contractor

Signature

Name Designation In the presence of Name



Conditions of Contract

Procurement of Integrated Advance Health ERP for BCPCL Health Clinic at Payra 1320MW TPP site

- 1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
- 2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the Rules & Regulations of BCPCL.
- 3. The Firm shall have to commence the Service within 07(seven) days of signing of the Contract Agreement.
- 4. The delivery of goods and implementations of service shall be completed within 3 (three) months from the date of signing of the contract.
- 5. The Firm shall immediately submit to the Procuring Entity a Programme of service showing the timing for all the activities and components of Service.
- 6. The Firm shall maintain Pro Rata progress of the Service. Progress shall be determined in terms of the value of the service executed.
- 7. The Firm shall be entitled to an extension of the service schedule if the Procuring Entity delays in receiving the services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
- 8. The Procuring Entity shall check and verify the service executed by the Firm and notify the Firm of any Defects found.
- 9. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Firm to:
 - a. remove and replace any service or part thereof which is not in accordance with the Contract,
 - b. remove and re-execute any other service or part thereof which is not in accordance with the Contract, and
 - c. execute any service which is urgently required for the safety of the service.
- 10. The Firm shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
- 11. Notwithstanding any other practice, the payment shall be based on the actual delivery of goods and related services in accordance with the BoQ, ToR and T's and C's.
- 12. The Firm's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
- 13. The total Contract Price is **BDT** [insert amount both in number and words] only.
- 14. No works under Extra Work Orders shall be permissible and, works under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed fifty (50) percent of the Contract Price subject to threshold specified in the Procurement Procedures and Delegation of Financial Power-2019 of Bangladesh China Power Company Limited.
- 15. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
- 16. The Firm shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Service, and the Procuring Entity shall do so upon deciding that the work is completed.

17. The Procuring Entity shall, within 07 (Seven) working days after receiving the Firm's application:

a) issue the Completion Certificate of the Firm status that the Services were completed in accordance with the Contract, or

- b) reject the application, giving reasons and specifying the works required to be done/redone by the Firm to enable issuance of the Completion Certificate.
- 18. The Firm shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Firm at his/her own cost and responsibility.
- 19. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Firm at the Firm's own cost, if the loss or damage arises from the Firm's acts or omissions.
- 20. The Contractor shall make reasonable provisions for the occupational safety and health of himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the physical services.
- 21. The Procuring Entity may, by written Notice sent to the Firm, terminate the Contract in whole or in part at any time, if the Firm:
 - a) fails to sign the Contract or commence the Service within the specified time.
 - b) fails to achieve satisfactory progress of Service in accordance with the Programme of Service.
 - c) fails to complete the services as per Terms of References.
 - d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
 - e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the service.
 - f) fails to perform any other obligation(s) under the Contract.
- 22. The Procuring Entity and the Firm shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.



Terms of Reference

Procurement of Integrated Advance Health ERP for BCPCL Health Clinic at Payra 1320MW TPP site

1. Introduction

Bangladesh-China Power Company Limited (BCPCL), a Joint Venture Company (JVC) of NWPGCL of Bangladesh and CMC of China, has implemented the coal-based Payra 1320 MW Thermal Power Plant Project (Phase I) at Dhankhali, Patuakhali, Bangladesh. The project consists of two (2) units of Ultra Super Critical Coal-Fired Power Plant each with a gross capacity of 660MW. Both Units have commenced commercial operation. BCPCL site is facilitated with a full-scale health clinic for healthcare facilities for the people residing inside and around the power plant. To ensure better healthcare facilities for indoor, outdoor and emergency patients the clinic needs an integrated advance health ERP system.

2. Objective of the assignment

To implement an integrated advance health ERP for BCPCL Health Clinic at Payra 1320MW TPP site.

3. Scope of Service

The Major Module description are as follows:

3.1 Advanced Hospital Management System (AHMS)

Advanced Hospital Management System should present a comprehensive, fully integrated hospital management system that caters all the industry's requirements. It should incorporate a scalable, dynamic and flexible approach to accommodate the rapid growth and constant changes in the parameters of healthcare services. It should adhere to the highest international standards and codes in the healthcare sector.

The major module will be as follows

a. Patient Registration

Patient Registration, Unique Registration Number.

b. Prescription Management

Initial Information, Medication Prescribe, Investigation Prescribe, Annual health check-up format, Advice Prescribe, Test Reports, Default Dose Setup, Settings.

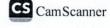
c. Diagnostic Management System

Investigation Entry, Due Collection, Cancel & refund, Deposit Slip, Pathology Reporting, Sample Collection, Report Delivery, Sample Status Checking, Radiology Reporting, Cardiology Reporting, Report Delivery, Edit Patient Basic Info, Package module (paid & non paid module), IPD Investigation Bill Entry, Media Entry, Report Parameter Setting.

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d. Emergency Management

OPD Patient Entry, Service Head entry, Emergency Admission, Emergency Billing, Cancel & Refund.

e. Hospital Management

New Admission, Billing, Bed Setting, Service Head Setting, Medicine Requisition, Extra Bed Allot System, Floor Service Entry System, OT Service Entry System, Doctor Service Entry System, Bed Transfer, Medicine Return Requisition, Service Edit/Delete system, Discharge Request system, Discharge Certificate, Discharge To Live System.

f. Supply Chain Management System

Stock Receive, Outlet Create, Product Setting, Issue Product, Damage Entry System, Department Entry, Supplier Entry, Store Indent, Purchase Requisition Generate, Purchase Order List, Purchase Requisition Approval, Approve Purchase List, Stock Report, Supplier Return, Indent Review and Approval, Indent Status List, Expired List.

g. Re-agent & film Management

Re- Agent Mapping, Film Mapping, Damage & QC & Recheck, Stock Report.

h. Accounts Management System

Group Setup, Ledger Setup, Import Balance, Payment Voucher Entry, Receipt Voucher Entry, Journal Voucher Entry, Cashbook, Ledger Book, Trial Balance, P & L statement, Balance Sheet.

j. Management Information System (MIS)

The solution will provide efficient reporting features of reporting of the various departments that can be accessed as required by the authorized person. It will generate reports including: financial reports, billing reports, patient stats report, consultation reports, scheduler reports, diagnostics reports, maintenance and contracts reports, different reports related to Pharmacy and report with different branches.

3.2 Laboratory Information System (LIS)

LIS should be an integrated solution to manage complex process, ensure regulatory compliance, offer Quality of Services and prompt Laboratory operations. With unidirectional & Bi-directional Lab Machine Interfacing, it should perform as an integrated Laboratory Information Management System that enable lab and diagnostic centers to manage complex business operations, facilitate stakeholder collaboration and thus improve performance.

3.3 Radiology Imaging System (RIS)

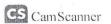
RIS includes patient scheduling, reporting, results distribution, and procedure billing. Integrated with Referring Physicians' EMRs, Customize Workflow, Patient Scheduling and Tracking, Easily Generate Reports

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4. Support to be provided by the BCPCL

The firm will work independently with his/her team in BCPCL Corporate office or from home office. BCPCL will not facilitate any transport, office space, accommodation and food for the personnel engaged in the assignment.

5. Mode of Payment:

The contract price except the monthly maintenance portion will be paid after successful completion of of the implementation and duly accepted by BCPCL.

The Firm shall submit to the Procuring Entity the invoices in after every 3 (three) months of providing satisfactory maintenance services for the maintenance portion (Quarterly basis).

Payment will be cleared within 28 days of the successful submission of approved bill from the concerned department of BCPCL.

6. Consultant's Responsibility

Project management process has different segments such as system study & requirements finalize, system development and quality assurance, user acceptance testing deploy and gap analysis, training & knowledge sharing, expected deliverables handover, data migration and set up data entry, live operation, support and maintenance plan. The management process should follow the following but not limited to it:

- System Study & Requirements Finalize
- ☐ Gap Analysis
- Customization and Quality Assurance
- System Integration
- Change Request Management
- Quality Assurance & Testing
- Training & Knowledge Share
- UAT Deploy and Analysis
- Basic info. & Setup data entry
- Live Operation
- Support & Maintenance Service

Training will be provided to select group of users and administrators on the system during the Implementation as selected by BCPCL. A total of no working days of training will be provided with total cost bear by the contracting firm.

Response Time

- a. The consulting firm shall acknowledge receipt of all maintenance requests from Bangladesh-China Power Company Limited (BCPCL) within five (5) minutes
- b. Response times for maintenance requests will be prioritized as follows:
 - Urgent issues: (within 1 hour)
 - · High-priority issues: (within 2 hours)
 - · Normal issues: within 24 hours (within 6 hours)

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Availability

- a. The consulting firm shall make reasonable efforts to ensure that the web-based software is available 24 hours a day, 7 days a week.
- b. Scheduled maintenance will be performed during non-peak hours, and the consulting firm shall provide at least 48 hours (about 2 days)' notice to Bangladesh-China Power Company Limited (BCPCL) before any scheduled maintenance.

Maintenance Schedule

- Maintenance will be performed on a monthly basis, with each maintenance period lasting no more than 8 hours.
- The consulting firm shall provide a detailed maintenance schedule to Bangladesh-China Power Company Limited (BCPCL) at least a week in advance of each maintenance period.

Performance Metrics

- a. The consulting firm shall monitor the web-based software for uptime, response time, and error rate.
- b. The consulting firm shall guarantee an uptime of 99.9% for the web-based software.
- The consulting firm shall provide monthly reports on performance metrics to Bangladesh-China Power Company Limited (BCPCL).

Security

- a. The consulting firm shall implement security measures to protect the web-based software and data during maintenance, including data backup, disaster recovery, and security updates.
- b. The consulting firm shall inform Bangladesh-China Power Company Limited (BCPCL) of any security incidents that may affect the web-based software within 24 hours of discovery.

Escalation Process

- a. The consulting firm shall provide an escalation process for urgent maintenance issues.
- b. If Bangladesh-China Power Company (Pvt.) Limited (BCPCL) is not satisfied with the response time or resolution of a maintenance issue, Bangladesh-China Power Company (Pvt.) Limited (BCPCL) may escalate the issue to the consulting firm's management.

Reporting

- a. The consulting firm shall provide monthly maintenance reports to Bangladesh-China Power Company (Pvt.) Limited (BCPCL) that include a summary of maintenance activities, performance metrics, and any issues or incidents that occurred during the maintenance period.
- Communication

The consulting firm shall be required to keep regular communication with BCPCL team via electronic media i.e., email, WhatsApp etc.,

7. Ownership of the Data, Documents, and Equipment

- BCPCL shall be the owner of all the data collected, data sets, reports, documents, etc. prepared by the firm under the assignment except the source code.
- All documents, reports and information from this assignment will be regarded as BCPCL's property, so the mentioned outputs or part of it cannot be sold or used in any case without the prior permission of BCPCL.
- The firm shall maintain confidentiality strictly and shall not disclose any information to any other party unless advised by BCPCL.

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8. Non-Disclosure Agreement

The parties agree and acknowledge that, as a result of negotiating, entering into and performing this Agreement, each party has and will have access to certain of the other party's Confidential Information. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that, during the Term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information solely for purposes of this Agreement and only to the extent necessary for such purpose and shall restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and shall not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law (including compliance with any applicable federal or state securities laws) or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior written notice and the disclosing party has sought all commercially reasonable safeguards against any further dissemination prior to such disclosure.

9. Duration of the Assignment & Termination

The implementation, testing and commissioning of the project will be completed in all conformity with the contract agreement within 03 (three) months from the date of signing of the contract.

The total duration of the maintenance portion of the contract will be 02 (two) years from the date of completion of the implementation phase.

Either party may terminate this contract during the period of the agreement serving 2 (two) months' prior notice.

Maria Salanda Salanda



