

Government of the People's Republic of Bangladesh
Prime Minister's Office
Bangladesh Economic Zones Authority (BEZA)
Support to Capacity Building of Bangladesh Economic Zones Authority Project
BDBL Bhaban (Level-15)
12 Karwan Bazar, Dhaka.

Memo No: 03.761.011.01.11.037.2015- 1674

Date: 29 December 2015

Notice on Amendments in RFP document for Selection of Developer for Development of Mirshorai EZ on Design, Build, Finance, Own, Operate and Transfer basis

This is to notify for all concerned that amendments in RFP document for Selection of Developer for Development of Mirshorai EZ on Design, Build, Finance, Own, Operate and Transfer basis are as mentioned below:

Sl. No.	Pg. No.	Clause Reference	Earlier Provision	Amended Provision
1	1	Clause 1.2: Eligible Bidders	Bidders shall be aware of the unethical practices defined in Instructions to Bidders (—ITB Section 6.8 (A) that may result in a rejection of a Bid for award pursuant to ITB Section 6.8 (B).	Bidders shall be aware of the unethical practices defined in Instructions to Bidders (—ITB Section 6.9 (A) that may result in a rejection of a Bid for award pursuant to ITB Section 6.9 (B).
2	2	Clause 1.4 (b): Cost of Bidding	The bidding documents will be sold at the Authority's office or shall be sent by courier services for overseas and surface mail deliveries. Last Date for purchase of bid documents 30 November, 2015.	The bidding documents will be sold at the Authority's office or shall be sent by courier services for overseas and surface mail deliveries. Last Date for purchase of bid documents 17 January, 2016 .
3	5, 17-26	Clause 2.1 (1D-iii) iii (i): Annex B to the RFP Document-consisting of	Substitution Agreement	Substitution Agreement deleted from the RFP document. All references pertaining to Substitution Agreement in the RFP & Draft Developer Agreement stand to be omitted.
4	13	Clause 3.4 (2): Technical Section-Part II- Bid Security	The Bidder shall ensure that the Bid Security remains valid for a period of 60 days after the end of the original Bid Validity Period, as defined in ITB Section 3.13(1), and 60 days after any extension subsequently requested by the Authority in accordance with ITB Section 3.13(2).	The Bidder shall ensure that the Bid Security remains valid for a period of 60 days after the end of the original Bid Validity Period, as defined in ITB Section 3.14(1) , and 60 days after any extension subsequently requested by the Authority in accordance with ITB Section 3.14(2) .
5	13	Clause 3.5 (i and ii): Technical Section-Part III-Bid Form and Qualification Information	(i) Qualification Criterion 1 – General Economic Zone Experience The Bidder shall: 1. Developing and Operating Economic Zones / Special Economic Zones / Industrial Parks / Free Ports;	(i) Qualification Criterion 1 – General Economic Zone Experience The Bidder shall: Experience in establishing sole, multiproduct economic zone, special economic zone, industrial park or free port and operation thereof, or experience in development, construction of

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			<p>2. Developing a master plan, commensurate with the size and nature of proposed Economic Zone at Mirshorai, Chittagong, Bangladesh.</p> <p>(ii) Qualification Criterion 2 - Particular Economic Zone Experience The Bidder shall have, as prime developer, or proportionately as a member of a JV/Consortium, or as operator, {Rule 6(a) & 6(b) of Bangladesh Economic Zones (Appointment of Developer, etc.) Rules, 2014} (a) experience in establishing of sole, multiproduct economic zone, special economic zone, industrial park or free port and operation thereof, or experience in development, construction of infrastructure, management and operation of any large project ; (b) experience in designing of or financing in at least one economic zone, special economic zone, industrial park or free port, or any large project;</p>	<p>infrastructure, management and operation of any large project*. {Rule 6(a) of Bangladesh Economic Zones Authority- Qualification of a developer} (ii) Qualification Criterion 2 - Particular Economic Zone Experience Experience in designing or financing of at least one economic zone, special economic zone, industrial park, free port or any large project*. {Rule 6(b) of Bangladesh Economic Zones Authority- Qualification of a developer} <i>(* Large project means a project, which has a total investment of above BDT 2.5 billion, excluding on-going capital for expansion)</i></p>
6	18, 29	Clause 3.14 (1): Period of validity of Bid	Bids shall remain valid for the period named in the BDS after the Submission Deadline or any extension thereof prescribed by the Authority for the receipt of Bids, pursuant to ITB Section 3.13(2) (the –Bid Validity Period”).	Bids shall remain valid for the period named in the BDS after the Submission Deadline or any extension thereof prescribed by the Authority for the receipt of Bids, pursuant to ITB Section 3.14(2) (the –Bid Validity Period”).
7	27	Bid Data Sheet: ITB 2.5-Venue and time of pre-bid meeting:	Venue: Shall be informed later, please visit our website regularly for updates (http://beza.gov.bd/)	Venue: “Surma Hall Room”, Pan Pacific Sonargaon, Karwan Bazar, Dhaka-1215
8	28	Bid Data Sheet: ITB 2.2(3), 2.3, 2.4(1), 2.9(1), 2.9(2), 3.12- The estimated timetable is	(a) Issue of RFP Documents 23 Sep, 2015 (b) Data Room Opens 23 Sep, 2015 (c) Site Visits 23 Sep to 28 Nov ,2015 (d) Last Day for Bidders to Submit Questions on RFP Documents 28 Oct, 2015 (e) Pre-Bid Meeting 04 Nov, 2015 (f) Last Day for Bidders to Submit Supplementary Questions (arising out of Site Visits only) 11 Nov, 2015 (g) Issue of Response to Questions	(a) Issue of RFP Documents 23 Sep, 2015 (b) Data Room Opens 23 Sep, 2015 (c) Site Visits 23 Sep, 2015 to 17 Jan, 2016 (d) Last Day for Bidders to Submit Questions on RFP Documents 8 Dec, 2015 (e) Pre-Bid Meeting 10 Dec, 2015 (f) Last Day for Bidders to Submit Supplementary Questions (arising out of Site Visits only) 17 Dec, 2015 (g) Issue of Response to Questions Document 24 Dec, 2015 (h) Deadline for Submission of Bids

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			Document 18 Nov, 2015 (h) Deadline for Submission of Bids (Submission Deadline) 03:00:00 PM, 01 Dec, 2015 (i) Opening of Bids 03:05:00 PM, 01 Dec, 2015 (j) Identification of Successful Bidder 10 Jan, 2016 (k) Notification of Award – Prequalification Permit 10 Feb, 2016 (l) Performance Security 24 Feb, 2016 (m) Completion-Final Feasibility & Environment Impact Assessment 07 Mar, 2016 (n) Developer agreement Signature 21 Mar, 2016 (o) Design-Build Starting Date Approximately 11 Apr, 2016 (p) Completion of Phase - I (10%) 11 Apr, 2017 (q) Completion of Phase – II (40%) 11 Apr, 2018 (r) Completion of Phase – III (70%) 11 Apr, 2019 (s) Completion of Phase – IV (100%) 11 Apr, 2020 (t) Calculation Date for Conversion of Currency 01 Sep, 2015 (Date for Equivalency)	(Submission Deadline) 03:00:00 PM, 18 Jan, 2016 (i) Opening of Bids 03:05:00 PM, 18 Jan, 2016 (j) Identification of Successful Bidder 28 Feb, 2016 (k) Notification of Award – Prequalification Permit 28 Mar, 2016 (l) Performance Security 27 Apr, 2016 (m) Completion-Final Feasibility & Environment Impact Assessment 27 Jun, 2016 (n) Developer agreement Signature 10 July, 2016 (o) Design-Build Starting Date Approximately 01 Aug, 2016 (p) Completion of Phase - I (10%) 31 July, 2017 (q) Completion of Phase – II (40%) 31 July, 2018 (r) Completion of Phase – III (70%) 31 July, 2019 (s) Completion of Phase – IV (100%) 31 July, 2020 (t) Calculation Date for Conversion of Currency 18 Jan, 2016 (Date for Equivalency)
9	28-29	Bid Data Sheet: ITB 3.5 (i) and (ii)- Experience	<p>Experience: The Bidder shall demonstrate, at a minimum, successful experience as follows:</p> <ol style="list-style-type: none"> 1. Developing and Operating Economic Zones / Special Economic Zones / Industrial Parks / Free Ports; 2. Developing a master plan, commensurate with the size and nature of proposed Economic Zone at Mirshorai, Chittagong, Bangladesh. <p>Particular Economic Zone Experience (a) experience in establishing of sole, multiproduct economic zone, special economic zone, industrial park or free port and operation thereof, or experience in development, construction of infrastructure, management and operation of any large project ;</p>	<p>Experience: Experience in establishing sole, multiproduct economic zone, special economic zone, industrial park or free port and operation thereof, or experience in development, construction of infrastructure, management and operation of any large project*. {Rule 6(a) of Bangladesh Economic Zones Authority- Qualification of a developer} Particular Economic Zone Experience Experience in designing or financing of at least one economic zone, special economic zone, industrial park, free port or any large project*. {Rule 6(b) of Bangladesh Economic Zones Authority- Qualification of a developer} (* Large project means a project, which has a total investment of above BDT 2.5 billion, excluding on-going capital for expansion)</p>

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			(b) experience in designing of or financing in at least one economic zone, special economic zone, industrial park or free port, or any large project;	
10	29	ITB 5.1(1)(C) date and time of opening of Bid 01 December 2015, at 03:05 PM date and time of opening of Bid 18 January 2016, at 03:05 PM
Amendments in the Draft Developer Agreement				
1	-	Developer Agreement	<i>Bangladesh Economic Zones Authority established under the Prime Minister's Office, Government of Bangladesh and having its principal place of business at BDBL Bhaban (Level 15), 12 Karwan Bazar, Dhaka 1215 (hereinafter the "Authority")</i>	<i>Bangladesh Economic Zones Authority established under the Bangladesh Economic Zones Act, 2010 (Act No. 42 of 2010) and having its office at BDBL Bhaban (Level 15), 12 Karwan Bazar, Dhaka 1215, hereinafter referred to as the "Authority"/ "Employer"/ "Owner", (which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;</i>
2	-	Developer Agreement	<i>[Name of Developer Company goes here] incorporated under the laws of [place of incorporation] with its principal place of business at [Address of the Developer] (hereinafter the "Developer")</i> - AND - <i>_____ LIMITED, a company registered under the Companies Act, 1994, and having its registered office at _____, hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).</i>	<i>[Name of Developer Company goes here] incorporated under the [laws and place of incorporation] with its principal place of business at [Address of the Developer], hereinafter referred to as the "Developer", (which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the Other Part;</i>
3	-	Developer Agreement		Following statement to be added after the signatories: The Authority and the Developer are hereinafter collectively referred to as the "Parties" and individually as a "Party".
4	1	General Conditions of Developer Agreement (Article-1: 1.1)		The following terms appearing in the general conditions of the form of Developer Agreement in Article-1 : 1.1 is to be read as deleted: <i>Adjudicator; Affiliate; Appointing Authority; BB PLR; BDT, Taka, Bangladesh Taka; DBSA Section; Project Contracts; OSA; SC; SFB; Substitution Agreement.</i>

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	1	List of Acronyms Article 1: Developer Agreement and Interpretation	-	Inserted a list of 41 acronyms as clause no. 1.0
5	30	Title	ARTICLE 4 - OBLIGATIONS OF THE AUTHORITY	ARTICLE 4 - OBLIGATIONS OF THE AUTHORITY AND DEVELOPER
6	62	Appendix 1: 1. Definitions	-	Developer: (name of the company) incorporated under the provisions of (respective law) and having its principal place of business at (address of the office)
7	4	Appendix 8: Escrow Agreement	(A) The Authority has entered into a Developer Agreement dated _____ with the Developer (the "Developer Agreement") for [description of the project] on a build, operate and transfer (BOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.	(A) The Authority has entered into a Developer Agreement dated _____ with the Developer (the "Developer Agreement") for [description of the project] on a design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
8	7	Appendix-8: Escrow Agreement 3.2: Deposits by the Authority	The Authority agrees and undertakes that, as and when due and payable as per the Agreement, it shall deposit into and/or credit the Escrow Account, as may be applicable time to time: (a) Grant and any other monies disbursed by the Authority to the Developer; (b) revenue shortfall loan, if agreed by the Authority;	The Authority agrees and undertakes that, as and when due and payable as per the Agreement, it shall deposit into and/or credit the Escrow Account, as may be applicable time to time: (a) revenue shortfall loan, if agreed by the Authority;
9	27	Appendix-10: Draft Land Lease Agreement	-	Draft Land Lease Agreement is included as Appendix 9 (Attached).
10	-	Enclosures under the Forwarding Letter	12. Annex B GC Appendix 9 Substitution Agreement	This line is substituted as "12. Annex B GC Appendix 9 Draft Land Lease Agreement"
11	12	Clause 1.2: Developer Agreement Documents	Appendix "9" - Substitution Agreement	This line is substituted as Appendix "9" - Draft Land Lease Agreement
12	33	Clause 4.3: Reviews and Approvals of Submissions	(4) Substitution Agreement The Substitution Agreement shall or may be executed within 30 (thirty) days' of notice by the Developer to the Authority of the Lenders' readiness to execute the same.	This paragraph under General Rights Duties and Obligations of the Authority is deleted.
13	17-26	Appendix-9: Substitution Agreement	Substitution Agreement	Appendix "9" - Substitution Agreement is deleted and substituted as Appendix "9" - Draft Land Lease Agreement. The

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				document of draft land lease agreement is attached.
14	64	Appendix-1: Special Conditions of Developer Agreement	-	<p>Following clauses have been included in the list:</p> <p>13A. Provision conflicting or contravention with the Developer Agreement to be void- The Developer shall, while entering into any agreement, contract or sub-contract with any third party including the Economic Zone User or Economic Zone Residents, ensure that there shall not be any provision which shall conflict or contravene with any provision of the Developer Agreement, and any provision so included shall be void ab-initio.</p> <p>13B. Duty to furnish a copy of Agreement and Contract- the Developer shall furnish to the Authority the copy of Agreement or Contract made by it with any third party including the Economic Zone User or Economic Zone Residents during the Developer Agreement immediate after making such Agreement or Contract.</p>
15	67	Clause 1.2, Appendix-2: Terms and Procedures of Payment	-	<p>Following explanation has been included:</p> <p>"Revenue Sharing" includes Revenue earned and accrued by the Developer in the form of rent, service charges and/ or any other income or receipts in connection with the operation of Mirshorai Economic Zone during the tenancy period.</p>

All other terms and conditions will remain unchanged.

(Md. Harunur Rashid)

Project Director (Joint Secretary),

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Attached: As stated in Serial No. 12.

CC:

1. Executive Chairman, BEZA. (For kind information)
2. Director General-1, Prime Minister's Office. (For kind information)
3. Director General, CPTU, IMED, Sher-e-Bangla Nagar, Dhaka. (With request to publish this Tender Notice in the website of the CPTU)
4. PS to Principal Secretary, Prime Minister's Office. (For kind attention to Principal Secretary)

5. PS to Secretary, Prime Minister's Office. (For kind attention to Secretary)
6. Director (Administration), Prime Minister's Office.
7. System Analyst, Prime Minister's Office. (With request to publish this Tender Notice in the website of the Prime Minister's Office)
8. Mr. Manju Haththotuwa, Task Team Leader, PSDSP, World Bank Dhaka Office, Bangladesh.
9. System Analyst (IT Consultant), this project. (With request to publish this Bid Notice in the website of BEZA)
10. M/S.....