



Government of the People's Republic of Bangladesh
Prime Minister's Office
Bangladesh Economic Zones Authority
Biniyog Bhaban (Level 7, 8 & 9)
E-6/B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207
www.beza.gov.bd

Investment Priority

Memo No. 03.07.0000.018.11.001.23-1774

Date: 07/05/2024

Request for Proposal (RFP)

Bangladesh is one of the fastest-growing economies in the world achieved through rapid industrialization and growth of service sector led industry. The country has been a center of affluence due to abundant trade and commerce capabilities, natural agricultural resources and tapping of aquaculture resources.

Considering the country's potential, the government has established Bangladesh Economic Zones Authority (BEZA) dedicated to establishing Economic Zones and Tourism parks in every potential area of the country with attractive and competitive incentive packages along with One Stop Services.

Recognizing the potential of tourism hub in the south-eastern region of the country and renewed interest among the investors home and abroad, BEZA has decided to develop State of the Art Tourism Park in the designated area based on Public Private Partnership (PPP) following Design, Build, Finance, Operate and Transfer (DBFOT) basis. The Project site measuring around 280 acres (approx. 113 hectares) has been identified in Teknaf Upazilla of Cox's Bazar District. Cox's Bazar is well known as the tourism city of Bangladesh which is navigated by the Bay of Bengal and well connected by Air, Railway and Road too. Teknaf Upazilla is featured by about 80-kilometer marine drive from district headquarters up to zero point of the boundary line of the country. The shoreline of the marine drive has got lot of potential to operate cruise ship service by the private sector to connect other tourism parks and one scenic Coral island of Saint Martin. Naf Tourism Park is an oval shaped island located as a picturesque on the river bed of Naf.

BEZA is hereby inviting Proposals from reputed & experienced entities from both home and abroad for establishing of Naf Tourism Park on Design, Build, Finance, Operate and Transfer (DBFOT) basis. RFP document can be purchased from BEZA office. The RFP document can also be downloaded from www.beza.gov.bd. Interested bidders shall have to submit the Proposals with the money receipt for RFP document cost along with other required documents.

No online/electronic submission shall be acceptable.

Bidding details:

RFP Document Cost: BDT 50,000.00 (Taka Fifty Thousand) or USD 500 (Five Hundred US Dollar)

Bid Security: BDT 100,000,000.00 (Taka One Hundred Million) or USD 1,000,000 (One Million US Dollar)

Last Date and Time of Selling RFP Documents: 06/08/2024 Time: 4:00 PM (BST)

Date and Time of Pre-bid Meeting: 06/06/2024 Time: 2:00 PM (BST)

Last Date and Time of Submission (Submission deadline): 07/08/2024 Time: 12:00 PM (BST)

Date and Time of Proposal Opening: 07/08/2024 Time: 2:00 PM (BST)

Place of Proposal Opening: Bangladesh Economic Zones Authority, Biniyog Bhaban, E-6/B, Agargaon, Sher-e-Bangla Road, Dhaka-1207, Bangladesh.

Qualification Criteria:

- a) Experience in establishing of sole/multiproduct economic zone/special economic zone/ industrial park/ tourism park or free port and operation thereof, or experience in development, construction of infrastructure or 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/ tourism park or free port, or any large project;
- c) Amount of gross revenue of at least 10 (Ten) million US Dollar per year within last 3 (three) years for operation of economic zone/ special economic zone/ industrial park/ tourism park or free port, or any large project ; and
- d) Net worth of at least 25 (Twenty Five) million US Dollar at the end of preceding financial year.

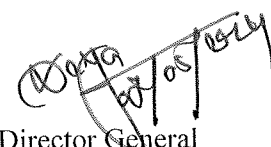
Explanation: “**Large Project**” means a Project, which has a total investment above BDT 2.5 billion or USD 25 million, excluding on-going capital for expansion.

Contact Details for Clarification/ Enquiry:

Director (Planning-1)
Bangladesh Economic Zones Authority
Biniyog Bhaban, Level – 9 (Room# 926)
E-6/B West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh.
Phone: +88-02-44826027
Email: dir.planning1@beza.gov.bd

The authority reserves the right to accept or reject any or all proposals without assigning any reasons whatsoever.




Director General
(Planning & Development)
Bangladesh Economic Zones Authority
Phone:02-44826020



Government of the People's Republic of Bangladesh
Prime Minister's Office
Bangladesh Economic Zones Authority
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Memo No. 03.07.0000.018.11.001.23-1779

Date: 07/05/2024

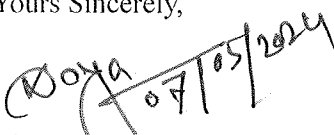
Dear Prospective Bidders:

1. Bangladesh Economic Zones Authority (BEZA) under the Prime Minister's Office (PMO) of Bangladesh invites proposals from bidder(s) to submit sealed proposals for the selection of Developer for establishing Naf Tourism Park on Design, Build, Finance, Operate and Transfer (DBFOT) basis.
2. The firm will be selected on the basis of the evaluation criteria mentioned in the RFP.
3. All proposals must be accompanied by Bid Security of BDT 100,000,000.00 (Taka One Hundred Million) or USD 1,000,000 (One Million US Dollar). The last date for receipt of the proposals is 07/08/2024 by 12:00 PM (BST) at the office of the undersigned.
4. Proposals shall be opened on 07/08/2024 by 2:00 PM (BST) in the presence of bidders or their authorized representatives who choose to attend at the address mentioned in the RFP document.
5. The successful bidder, before signing the Developer Agreement, shall form a Special Purpose Company (SPC) to Design, Build, Finance, Operate and Transfer the Tourism Park.

Any information or clarifications may be sought in writing latest by 30/05/2024 from the Director (Planning-1), Bangladesh Economic Zones Authority, Biniyog Bhaban (9th Floor), E-6/B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207, Phone: +88-02-44826027, Email: dir.planning1@beza.gov.bd.

Attachment: Request for Proposal (Bid Document)

Yours Sincerely,


Director General
(Planning & Development)
Bangladesh Economic Zones Authority
Phone:02-44826020

Government of the People's Republic of Bangladesh
Prime Minister's Office
Bangladesh Economic Zones Authority
Biniyog Bhaban (Level 7, 8 & 9)
E-6/B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207
www.beza.gov.bd

REQUEST FOR PROPOSAL

TO DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT)

FOR

DEVELOPMENT OF NAF TOURISM PARK

AT

Teknaf, Cox's Bazar, Bangladesh



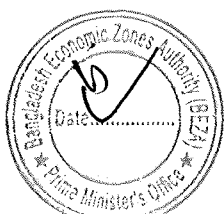
Bangladesh Economic Zones Authority
Prime Minister's Office

May 2024

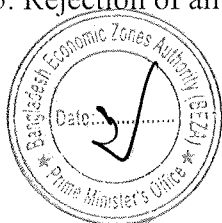


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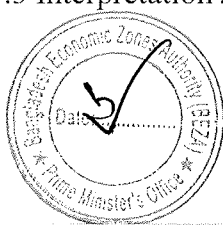
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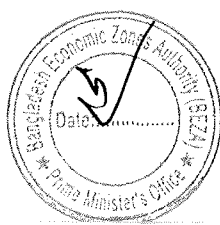
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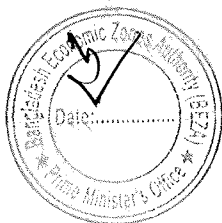
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PART- I

Section -1: Information for Bidders

1. Bangladesh Economic Zones Authority (BEZA) is intent to appoint a Developer for establishing of Naf Tourism Park on Design, Build, Finance, Operate and Transfer (DBFOT) basis under Public Private Partnership (PPP).
2. BEZA is now issuing the Request for Proposal (RFP) document and inviting proposals from the interested Bidders.
3. Total leasable area will be around 280 acres (approx. 113 hectare) out of which around 258 acres (approx. 104.4 hectare) is in NAF island (Jaliardwip) and around 22 acres (approx. 8.9 hectare) is located on Teknaf side of the river NAF which will be available for construction of jetty, more specifically described in **Section 6**.
4. The main scope of work for Developer includes design, finance, construction, marketing, operation, maintenance and management of the NAF Tourism Park for the given Concession Period. Descriptive scope of works for the selected Developer has been given in **Section 6** of the RFP. The Developer would be required to perform its obligations and enjoy the rights under a Developer Agreement outlined in **Section 8** in accordance with the Bangladesh Economic Zones Act, 2010 (the Act) and all other relevant Laws, Rules and Regulations of Bangladesh.
5. The RFP Document can be purchased on payment of non-refundable BDT 50,000.00 (Taka Fifty Thousand) or USD 500 (Five Hundred US Dollar) either in cash or by Demand Draft or Pay Order drawn in favour of Bangladesh Economic Zones Authority or through Electronic Transfer to the designated Bank Account no.1051360226374, Account name: Bangladesh Economic Zones Authority as maintained with Eastern Bank Ltd, Sonargaon Road Branch, Dhaka, Bangladesh, Swift: EBLDBDDH, Routing no.095276586 (as referred as RFP document cost). The RFP document can also be downloaded from www.beza.gov.bd and can be used for submission subject to payment of submission cost before submission of RFP document as mentioned in this Clause.
6. The interested bidders shall have to submit the Proposals with the money receipt/ payment voucher for RFP document cost as mentioned in **Clause 5 of this Section**.
7. The detailed Proposal comprising Technical Proposal and Financial Proposal in two separate envelopes, as specified in the **Section 3** of the RFP document, shall be submitted physically or by mail or by courier to the address given below:

Director General (Planning & Development)
Bangladesh Economic Zones Authority
Biniyog Bhaban, Level- 9
E-6/B West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh.

No Electronic submission of Proposal will be acceptable.
8. In case of sending the proposal through mail or courier, the bidder must ensure that the proposal shall be delivered to the above mentioned office on or before the stipulated submission date and time.
9. Bid duly completed must reach no later than 07/08/2024 Time: 12:00 PM (BST)



10. In case, bidders need any further information about the project or want to visit the site, they are requested to contact the BEZA office. Interested bidders may obtain further information from:

Director (Planning 1)
Bangladesh Economic Zones Authority
Biniyog Bhaban, Level – 9 (Room# 926)
E-6/B West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh.
Phone: +88-02-44826027,
Email: dir.planning1@beza.gov.bd

11. All Bids shall be accompanied by Bid Security of BDT 100,000,000.00 (Taka One Hundred Million) or USD 1,000,000 (One Million US Dollar), in the form of an irrevocable and unconditional Bank Guarantee, from a Scheduled Bank as per the format of Bank Guarantee given in **Section 5** of the RFP.
12. Envelopes/packages containing bids will be opened in the presence of the Bidder's representatives who choose to attend. Details of bid opening are provided in **Section 3** of the RFP.
13. The Bids shall be filled in English and all entries must be typed or written clearly. Any erasures, correction and alterations, including correction of any figure in Financial Proposal, made while filling the Bids shall be initialed by the bidder or its authorized representative. Any over-writing of figures and words in Price Bid is not permitted. In case of any discrepancy between words and figures, words shall prevail. Failure to comply with any of these conditions may render the Bid invalid.
14. BEZA shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites.
15. BEZA reserves the rights to cancel, change or modify this bidding document and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same. The decision of BEZA shall be final in this regard.
16. The Bidders shall submit their Bids on or before 07/08/2024 Time: 12:00 PM (BST) to the office mentioned in **Clause 7 of this Section**.
17. Pre-bid meeting will be held at the office mentioned in **Clause 7 of this Section**, Dhaka on 06/06/2024 Time: 2:00 PM (BST)
18. All queries/ questions preferred to be raised at the Pre-bid meeting should be submitted to BEZA in writing or email at least 7 (seven) days before the date of the Pre-bid meeting.
19. The Proposal evaluation process is detailed out in **Section 3** of the RFP. Technical Proposal will be evaluated as per the criteria laid down in the RFP. Only those firms which could satisfy the minimum requirement of the Technical Proposal will be qualified as eligible bidders for the purpose of opening of Financial Proposal and their evaluation.
20. The Authority published the RFP in two national English and two national Bangla daily newspapers and uploaded in BEZA website (www.beza.gov.bd) and in the international web portal dgMarket (www.dgmarket.com) as well.
21. BEZA reserves right to invite technically qualified bidders for making presentation on their technical proposal.
22. The authority reserves the right to reject any or all proposals without assigning any reasons whatsoever.



Section -2: Bid Summary

Sl.	Key Information	Details
1.	Project Title	Development of NAF Tourism Park.
2.	Procurement Entity	Bangladesh Economic Zones Authority (BEZA)
3.	Infrastructure provided by BEZA	<ul style="list-style-type: none"> ➤ External Electrical connectivity ➤ Telecommunication connectivity
4.	Project Components to be executed by the Developer (to be finalized in the negotiation process) <i>Note: The proposed infrastructures which will be finalized in the negotiation process may be re-finalized after formulating of Master Plan prepared by Developer and approved by BEZA.</i>	a. Basic Infrastructures (Compulsory): <ul style="list-style-type: none"> ➤ Site Development ➤ River Bank Protection ➤ Administrative Building, Fire Station, BGB Station ➤ Jetty ➤ Internal Infrastructures and Utilities b. Prospective Infrastructures (not limited to): <ul style="list-style-type: none"> ➤ Commercial Complex ➤ Health Care Center ➤ Landscaping ➤ Residential Accommodation ➤ Hotel, Guest House, Eco Cottage etc. ➤ Amusement Park, Aqua Park, Children's Park, Fun Lake etc. ➤ Cable Car (Naf to Ne-tong Hill to Sabrang)
5.	Cost of RFP Document	BDT 50,000.00 (Taka Fifty Thousand) or USD 500 (Five Hundred US Dollar)
6.	Implementation Modality	Public Private Partnership (PPP)– Design, Build, Finance, Operate & Transfer (DBFOT)
7.	Implementation Structure	Special Purpose Company (SPC) to be formed by the selected Bidder under 'The Companies Act, 1994' of Bangladesh.
8.	a. Concession Period	50 (Fifty) years including Design-Build period
	b. Design-Build Period of Basic Infrastructures	4 (Four) years after signing of Developer Agreement
9.	Service Charge	Additional 2% on actual consumption bill of utilities issued by service providing authorities to be paid to BEZA.
10.	Submission of Bid	As per Part-E of Section 3
11.	Bid Security	BDT 100,000,000.00 (Taka One Hundred Million) or USD 1,000,000 (One Million US Dollar)
12.	Bid Validity	180 days from the date of submission of Proposal
13.	Validity of Bid Security	Bid validity plus 120 days (minimum).
14.	General Eligibility Criteria	(a) The bidder may be a stand-alone entity or the Joint Venture/ Consortium. (b) A bidder may be a private entity or a government entity or any combination of such entities in the form of Joint Venture/ Consortium. (c) In case of Joint Venture/ Consortium, the maximum number of partners including the Lead Partner shall be restricted to 4 (four). (d) Any bidder, whether individual or as a member of a Consortium, shall not be eligible for being a member of another Consortium. (e) Satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Bidders. The cumulative pending litigation claim (individually or jointly) shall not exceed amount USD



		<p>5.00 million or BDT 550.00 million. The Bidder shall inform the Authority in the form furnished in PART A of Section 5 (Form vi).</p> <p>(f) There shall be no instance of contract non-performance as a result of Bidder's default in last 5 (five) years. In case of Joint Venture (JV)/ Consortium each member shall meet the requirements. The Bidder shall inform the Authority in the form furnished in PART A of Section 5 (Form vii).</p> <p>(g) The Bidder shall not have a conflict of interest. A bidder may be considered to have conflict of interest with one or more parties in this bidding process, if it:</p> <ol style="list-style-type: none"> 1. directly or indirectly controls, is controlled by or is under common control with another bidder; or 2. has common controlling shares in other bidding entities; or 3. receives or has received direct or indirect benefit or interest from another bidder; or 4. has the same authorized representative as any other bidder; or 5. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another bidder, or influence the decisions of the authority; or 6. participates in more than one bid; or 7. its affiliates participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the bid; or 8. has a close business or family relationship with a professional staff of the Authority who: <ol style="list-style-type: none"> i. is directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the Proposal evaluation process of such contract; or ii. would be involved in the implementation or supervision of such contract.
15.	Qualification Criteria	<p>Any entity willing to submit the proposal should have-</p> <ol style="list-style-type: none"> i. experience in establishing of sole, multiproduct economic zone, special economic zone, industrial park, tourism park or free port and operation thereof, or experience in development, construction of infrastructure, management and operation of any large project; ii. experience in designing of or financing in at least one economic zone, special economic zone, industrial park, tourism park or free port, or any large project; iii. the amount of gross revenue of 10 (ten) million US Dollar per year within last 3 (three) years for operation of economic zone, special economic zone, industrial park, tourism park or free port, or any large project ; and iv. net worth of at least 25 (twenty five) million US Dollar at the end of preceding financial year.



		Note: (a) “Large Project” means a Project, which has a total investment above BDT 2.5 billion or USD 25 million, excluding on-going capital for expansion. (b) The specific qualification criteria will be followed as mentioned in the Bid Data Sheet (BDS).
16.	The Financial Offer	The Financial offer shall include: (a) Onetime/Upfront payment as land premium in USD; (b) Annual land lease rent per square meter in USD; (c) Price escalation on annual land lease rent (%); (d) Share of gross annual revenue (%).
17.	Onetime/Upfront Payment	The selected bidder (known as “Developer” after formation of SPC) shall have to pay the Onetime/Upfront payment within 60 (Sixty) days of the issuance of Letter of Award (LoA) in the manner specified in the RFP.
18.	Performance Security	The selected bidder shall have to furnish Performance Security within 60 (Sixty) days of the issuance of Letter of Award (LoA) @1% of the estimated Project Cost mentioned in the proposal submitted by the bidder.
19.	Estimated cost of the project	To be estimated and declared by the bidder.
20.	Development Guidelines	<ul style="list-style-type: none"> ➤ Maximum 50% of the Tourism Park area to be covered by development of Accommodation, Amusement, Power House, Storage, ETP, STP etc. ➤ More or less 30% of the Tourism Park area to be covered by Drive Way, Parking, Fire Command Centre, Internal Roads, Guard Room, Underground Water Tank etc. ➤ Minimum 20% of the Tourism Park area shall be open to sky soak area.
21.	Technical Specifications	All the development and construction works shall be as per Bangladesh Economic Zones (Construction of Building) Rules, 2017 of BEZA and extant BNBC and other Standard Codes as applicable.
22.	Signing of Developer Agreement	Within 15 days after furnishing Performance Security and Onetime/Upfront Payment subject to necessary verification.
23.	Sequential Activities of Appointment of Developer	<ol style="list-style-type: none"> a. Issuing RFP Notice (this document) b. Pre-bid meeting c. Submission of Proposal d. Opening of Technical Proposal e. Evaluation of Technical Proposal f. Opening of Financial Proposal g. Evaluation of Financial Proposal h. Combined Evaluation of Proposal i. Proposal and Developer Agreement (DA) Negotiation j. Issuing Letter of Award (LoA) k. Accepting Letter of Award l. Formation of Special Purpose Company (SPC) m. Furnishing Performance Security and Onetime/ Upfront payment n. Signing the Developer Agreement (DA)



Section -3: Instructions To Bidders

A. General

- 1. Scope of Proposal**
- 1.1 The Authority, as indicated in the Bid Data Sheet (BDS), issues this Request for Proposal (RFP) for the provision of Services as specified in the BDS.
- 1.2 The successful Bidder shall be required to execute the Works and Services as specified in the General Conditions of Contract, Special Conditions of Contract and in accordance with the terms and conditions of the Developer Agreement on Design, Build, Finance, Operate and Transfer (DBFOT) basis through Public-Private Partnership (PPP).
- 2. Interpretation**
- 2.1 In the interpretation of this RFP, unless the context otherwise requires:
- a) the singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
 - b) reference to any gender includes the other gender;
 - c) unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
 - d) a reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
 - e) the terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
 - f) any reference to a person shall include such person’s successors and permitted assignees;
 - g) a reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
 - h) any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
 - i) a reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.
 - j) the terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this



RFP so specified;

- k) in the case of any conflict, discrepancy or repugnancy between the provision of the RFP i.e. the Developer Agreement shall prevail over and supersede the provisions of different sections of the RFP; and
- l) the descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this RFP.

3. Corrupt, fraudulent, collusive, coercive or obstructive practices

3.1 The applicant or bidder shall observe the highest standard of ethics and shall not involve in corrupt, fraudulent, collusive, coercive or obstructive practice during the bidding process and in the case of successful bidder, during the execution and implementation of the Developer Agreement.

3.2 For the purposes of ITB, the terms set forth below as follows:

- a) "corrupt practice" means offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of the Authority;
- b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead the Authority with an intent to get any unlawful financial or other benefit or to avoid any lawful obligation;
- c) "collusive practice" means arrangement between two or more parties designed to achieve an improper purpose including, but not limited to, improperly influencing the actions of another party or the Authority;
- d) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of any party to improperly influence the actions of such party;
- e) "obstructive practice" means
 - i. deliberately destroying, falsifying, altering, or concealing evidence and materials relevant for any investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant for the investigation or from pursuing the investigation; or
 - ii. acts intended to materially impede the exercise of the Authority's inspection and audit rights.

3.3 If the Authority finds any reason to believe that any bidder or any of its personnel, agent, Bidder, sub-contractor, service provider, supplier or their employee has engaged directly or indirectly in corrupt, fraudulent, collusive, coercive or obstructive practice, the Authority shall reject the application or proposal of such bidder and may take such legal action as may be appropriate.



4. Eligible Bidders and conflict of interest

4.1 For this Request for Proposal the eligibility of Bidders and Conflict of interest are as follows:

- a) The bidder may be a stand-alone entity or the Joint Venture/ Consortium.
- b) A bidder may be a private entity or a government entity or any combination of such entities in the form of Joint Venture/ Consortium.
- c) In case of Joint Venture/ Consortium, the maximum number of partners including the Lead Partner shall be restricted to 4 (four).
- d) Any bidder, whether individual or as a member of a Consortium, shall not be eligible to be a member of another Consortium.
- e) Satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Bidders. The cumulative pending litigation claim (individually or jointly) shall not exceed the amount as specified in BDS. The Bidder shall inform the Authority in the form furnished in PART A of **Section 5** (Form vi).
- f) There shall be no instance of contract non-performance as a result of Bidder's default in years as specified in BDS. In case of Joint Venture (JV)/ Consortium each member shall meet the requirements. The Bidder shall inform the Authority in the form furnished in PART A of **Section 5** (Form vii).
- g) The bidder shall not have a conflict of interest. A bidder may be considered to have conflict of interest with one or more parties in this bidding process, if it:
 - i. directly or indirectly controls, is controlled by or is under common control with another bidder; or
 - ii. has common controlling shares in other bidding entities; or
 - iii. receives or has received direct or indirect benefit or interest from another bidder; or
 - iv. has the same authorized representative as any other bidder; or
 - v. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another bidder, or influence the decisions of the authority; or
 - vi. participates in more than one bid; or
 - vii. its affiliates participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the bid; or
 - viii. has a close business or family relationship with a professional staff of the Authority who:
 - 1. is directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the Proposal evaluation process of such contract; or
 - 2. would be involved in the implementation or supervision of such contract.



5. **Eligible Materials, Equipment and Associated Services** 5.1 All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the BDS.
- 5.2 For the purposes of this Clause, “origin” means the place where the Materials and Equipment are mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembling, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the associated services are supplied.
- 5.3 The origin of materials and equipment and associated services is distinct from the nationality of the Bidder.
6. **Site Visit** 6.1 Bidders, at their own responsibility and risk, are encouraged to visit and examine the site of the proposed Tourism Park and obtain all information that may be necessary for preparing the Proposal and entering into the Developer Agreement. Bidders should ensure that the Authority is advised of the visit in adequate time to allow it to make appropriate arrangements. The costs of visiting site shall be at Bidders own expense. The Bidder shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if the Bidder submits a Proposal for this project.

B. Request for Proposal

7. **RFP Document: General** 7.1 The Sections comprising the Request For Proposal are listed below and should be read in conjunction with Addendum, if any, issued under **ITB Clause 10:**

PART-I

- Section-1 Information For Bidders (IFB);
- Section-2 Bid Summary;
- Section-3 Instructions to Bidders (ITB);
- Section-4 Bid Data Sheet (BDS);
- Section-5 Forms for Submission of Proposal;

PART-II

- Section-6 Development Brief and Technical Specifications;
- Section-7 Environmental and Social Management Plan;

PART-III

- Section-8 Developer Agreement Format.
- 7.2 Bidders are expected to examine all instructions, forms, terms, Specifications in the RFP Document as well as Addendum, if any.
- 7.3 The Authority published the RFP in two national English and two national Bangla daily newspapers of wide circulation and uploaded in BEZA website (www.beza.gov.bd) and the international web portal dgMarket (<https://dgmarket.com>).



8. Clarification of RFP Document

- 8.1 A Prospective Bidder requiring any clarification of the RFP Document shall contact the Authority in writing at the Authority's address indicated in the BDS before two-third of the time allowed for preparation and submission of Proposal elapses.
- 8.2 The Authority is not obliged to answer any clarification request received after that date as stated under **ITB Clause 8.1**.
- 8.3 The Authority shall respond in writing within the period specified in BDS of receipt of any such request for clarification received under **ITB Clause 8.1**.
- 8.4 The Authority shall forward copy of its response to all those who have purchased the RFP Document within the period specified in BDS, including a description of the enquiry but without disclosing its source.
- 8.5 The Authority should deem it necessary to revise the RFP Document as a result of a clarification, it will do so following the procedure under **ITB Clause 10**.

9. Pre-Bid Meeting

- 9.1 The Authority shall arrange for a pre-bid meeting at the place, date and time as specified in the BDS. Bidders are encouraged to attend the pre-bid meeting.
- 9.2 The purpose of the pre-bid meeting is to-
 - (a) provide a technical presentation; and
 - (b) clarify issues and answer questions on any matter that may be raised at the meeting.
- 9.3 Bidders are requested to submit question, if any, in writing to reach the Authority within the period specified in BDS.
- 9.4 Minutes of the pre-bid meeting will be transmitted within the period specified in BDS to all those who purchased the RFP within the time limit as specified in BDS and to even those who did not attend the meeting. In addition, the minutes shall be uploaded in the official website as well.
- 9.5 Any revision to the RFP listed in **ITB Clause 7.1** that may become necessary as a result of the pre-bid meeting will be made by the Authority exclusively through the issue of an Addendum pursuant to **ITB Clause 10.1** and not only through the minutes of the pre-bid meeting.
- 9.6 Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

10. Amendment of RFP

- 10.1 Prior to the submission deadline, the Authority may, for any reason, whether on its own accord or in response to a request of any prospective bidder, amend the RFP documents by issuing an addendum.
- 10.2 In the case of amendment of the RFP documents, the Authority may, extend the submission deadline. If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of bids, the authority at its discretion shall extend the deadline by an appropriate number of days for the submission of bids. In any case, the minimum time for such extension is mentioned in BDS.



- 10.3 In the event of amendment of RFP under sub-clauses (1) and extension of submission deadline under sub-clause (2) above, the Authority shall publish the addendum and extended submission deadline in accordance with **ITB Clause 7.3**.
- 10.4 The addendum issued under **ITB Clause 10.1** shall become an integral part of the RFP document and shall have a date and an issue number.
- 10.5 The addendum shall be circulated by mail or e-mail, to bidders who have purchased the bid documents, within the time specified in BDS, to enable bidders to take appropriate action.
- 10.6 The Authority shall also ensure posting of the relevant addenda with the reference number and date in accordance with the **ITB Clause 7.3**.
- 10.7 In the event of minor change brought in the RFP document or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the RFP or in the event of any correction of any error(s) or oversight(s), that will not alter the key aspects of the RFP, the Authority shall, at its discretion, decide whether such change, deviation or correction shall be published or, if decided to publish, in which means it will be published.

C. Qualification Criteria

- 11. General Criteria 11.1 In addition to meeting the eligibility criteria, as stated in **ITB Clause 4**, Bidders must satisfy the other criteria stated in **ITB Clauses 12 to 13** inclusively.
- 12. Experience Criteria 12.1 Bidders shall have the minimum level of **experience** as specified in the BDS to qualify for the performance of the Contract.
 - (a) **A minimum number of years of experience** in establishing of sole, multiproduct economic zone, special economic zone, industrial park, tourism park or free port and operation thereof, or experience in development, construction of infrastructure, management, and operation of any large project as specified in the BDS; and
 - (b) Experience in designing of or financing in **at least a certain number** of economic zone(s), special economic zone(s), industrial park(s), tourism park(s) or free port(s), or any large project(s) as specified in the BDS.
- 13. Financial Criteria 13.1 Bidders shall have the minimum level of **financial capacity** as specified in the BDS to qualify for the performance of the above contract.
 - (a) **The amount of gross revenue** as specified in the BDS during the period specified in the BDS for operation of economic zone, special economic zone, industrial park, tourism park or free port, or any large project; and
 - (b) **Availability of minimum net worth** at the end of preceding financial year of the amount as specified in the BDS.



Note: “**Large Project**” means a Project, which has a total investment above BDT 2.5 billion or USD 25 million, excluding on-going capital for expansion.

14. Joint Venture/Consortium

14.1 The conditions required for participating as Joint Venture (JV)/Consortium are as follows:

- (a) Bidders may participate in the RFP by forming a Joint Venture (JV)/Consortium by an agreement in the form prescribed in PART A of **Section 5** (Form iv) on a non-judicial stamp of value BDT 300/- or alternately with the intent to enter into such an agreement supported by a Letter of Intent duly signed by all legally authorized partners of the intended JV/Consortium and authenticated by a Notary Public. In case of Joint Venture (JV)/Consortium between foreign entities, the notarized Letter of Intent should be authenticated by the respective Embassy/ Mission in Bangladesh.
- (b) Bidder shall confirm that all Joint Venture/Consortium participants are jointly and severally liable and should provide its willingness of joint and several guarantee to the Authority to underwrite the performance of the Joint Venture/Consortium in respect of the Developer Agreement;
- (c) Bidder shall confirm that Joint Venture/consortium participants combined meet the requirements of eligibility criteria technical and financial as specified in the BDS.
- (d) The Lead Partner of the Joint Venture/ Consortium shall hold minimum 51% equity stake in the Joint Venture/ Consortium. The other member of the Joint Venture/ Consortium shall hold minimum 15% equity stake in the Joint Venture/ Consortium and shall hold the same equity stake in the SPC (as referred to the **ITB Clause 59.1**) for the entire construction period.

14.2 Prior to the Developer Agreement executed between the Authority and a Special Purpose Company (SPC), a performance security, in the amount and in the same form and substance as set out in **ITB Clause 60**, will be required from the SPC. The SPC shall be jointly and severally liable for the execution of the Developer Agreement in accordance with the Developer Agreement’s terms and conditions.

D. Proposal Preparation

15. Proposal: Only one

15.1 Bidders, including its affiliate(s) shall submit only 1 (one) Proposal. Bidder who submits or participates in more than 1 (one) Proposal will cause all the Proposals of that particular Bidder to be rejected.

16. Cost of Bidding

16.1 Bidders shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of outcome of the Bidding process.



- 17. Language** 17.1 The Bid prepared by the Bidder, all correspondence and documents related to the Bid exchanged by the Bidder and the Authority, and the bidding process shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Bidders that are part of the Bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language as specified in the BDS.
- 18. Sole Responsibility Bid** 18.1 Bidders shall prepare the Technical Proposal and Financial Proposal for the entire Tourism Park to design, build, finance, operate, and transfer purpose. The Bidders shall have the "Sole Responsibility" on the basis such that the Financial Proposal covers all of the Bidder's obligations mentioned in, or to be reasonably inferred from, the RFP documents in respect of designing, building, financing, marketing and operating the Tourism Park and the performance of the services as set out in the Developer Agreement.
- 19. Tax Liability** 19.1 For the purpose of submitting Bids, the Bidders shall note that the Financial Proposal shall take into consideration all applicable taxes including VAT, duties including customs/ import duties , levies or charges, as applicable.
- 20. Commercial Performance Conditions** 20.1 In the event that the Bidder is selected as a Developer for the Tourism Park, the Bidder's Technical Proposal and the Financial Proposal shall constitute the basis of the commercial performance conditions of the Developer and shall form an integral part of its Developer Agreement. These commercial performance conditions shall be monitored by the Authority throughout the period of the Agreement.
- 21. Proposal Documents** 21.1 Each Bidder shall submit only one Bid, which shall consist of:
- a) **Technical Proposal:** The Technical Proposal shall contain the following parts:
- i. Part I – Letter of Bid (Technical Proposal), prepared in accordance with **ITB Clause 22.1;**
 - ii. Part II –Joint Venture/Consortium Agreement (where applicable) required by **ITB Clause 22.2;**
 - iii. Part III – Authorization Letter for signatory required by **ITB Clause 22.3;**
 - iv. Part IV- Certificate of Incorporation/ Partnership Registration Certificate of Bidder required by **ITB Clause 22.4;**
 - v. Part V – Bid Security required by **ITB Clause 22.5;**
 - vi. Part VI – Capability Statement (Supporting the Bidder's Qualification) in accordance with **ITB Clause 22.6;**
 - vii. Part VII – Technical and Organizational information required by **ITB Clause 22.7;**
 - viii. Part VIII– Pre-printed Literature (if any) required by **ITB Clause 22.8;** and
 - ix. Part IX: Other Document (if any) required by **ITB Clause 22.9.**



b) Financial Proposal: The Financial Proposal shall consist of Letter of Bid (Financial Proposal) including Price Bid prepared in accordance with **ITB Clause 23**.

22. Technical Proposal

- 22.1 **Part I – Letter of Bid (Technical Proposal):** This Part shall be prepared using the relevant forms furnished in PART A of **Section 5** (Form i, ii, iii). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB Clause 28.3**. All blank spaces shall be filled in with the information requested. In addition, a Table of Contents (with page nos.) needs to be added at the end of Part-I.
- 22.2 **Part II- Joint Venture/ Consortium Agreement:** If the Bidder participate in the RFP by forming a Joint Venture (JV)/Consortium, the Bidder shall provide a Joint Venture (JV)/Consortium agreement according to the form attached in PART A of **Section 5** (Form iv) and follow the instructions of **ITB Clause 14**.
- 22.3 **Part III – Authorization Letter:** Each Bidder shall provide a written Authorization Letter of Signatory in accordance with the form attached in PART A of **Section 5** (Form v).
- 22.4 **Part-IV- Certificate of Incorporation/ Partnership Registration Certificate:** If the bidder is a limited company, both public and private, it shall have to submit the Certificate of Incorporation issued by the Registrar of Joint Stock Companies and Firms of Bangladesh or any other legislative entity of company registration in the home country of the respective bidders. If the bidder is a registered partnership firm, it shall also submit the Partnership Registration Certificate issued by the Registrar of Joint Stock Companies and Firms of Bangladesh or affiliated body of the respective bidder's home country.
- 22.5 **Part V – Bid Security:** The Bidder shall submit, as part of its Bid, a Bid security in accordance with **ITB Clause 26**. Using the form furnished in PART A of **Section 5** (Form viii).
- 22.6 **Part VI – Capability Statement (Supporting the Bidder's Qualification):** The Bidder shall provide capability statements in support of bidder's qualifications as per the format stated in Part A of **Section 5** (Form ix). Bidder shall also submit all supporting documentary evidences in accordance with **ITB Clause 12 and ITB Clause 13**.
- 22.7 **Part VII – Technical and Organizational Information:** This Technical Section of the Bid shall consist of sub-parts and order in the following manner:
1. An Executive Summary of the **Technical and Organizational Information**.
 2. A detailed Design-Build-Finance-Operate-Transfer (the "DBFOT") work plan including a detailed program timetable setting out the manner in which the Bidder proposes to carry out the DBFOT services as defined in the Developer Agreement. The DBFOT work plan shall be divided into the following sections:



- i. **Design Philosophy, Drawings & Project Concepts:** Design Philosophy, Drawings & Project Concepts shall consist of conceptual drawings, sufficiently detailed to communicate the Bidder's design intent for all aspects of the proposed Tourism Park. The conceptual drawings shall include the following:
- a) a proposed site plan showing the Bidder's development plan, for various elements such as Commercial Complex / Residential Accommodation/ Hotel / Guest House/ Eco Cottage/ Health Care Centre/ Landscaping/ Amusement park/Aqua Park/Fun Lake/Children Park/ buildings, utilities including electric power, water purification and waste water treatment, external areas, common facilities including any zoning or phasing in construction on the around 280 acres of land (showing all proposed works listed in the BDS). Detailed descriptions shall include:
 - The bidder shall submit Land use plan and phasing plan with intended uses of the land using the form furnished in PART B (Form xi(a)) of **Section 5**;
 - A conceptual description of proposed hotel, motel, entertainment, amusement park etc.
 - b) general arrangement drawings sufficient to understand the Bidder's architectural layout, appearance & aesthetics;
 - c) a detailed narrative in support of the conceptual drawings setting out the Bidder's plan, construction, quality assurance, standards to be adopted and control. The bidders also need to submit the Deviations from proposed master plan using the form furnished in PART B (Form xi(d)) of **Section 5**;
 - d) a preliminary cost estimates of various facilities shall be included in the proposal using the form furnished in PART B (Form xi(b) and xi(c)) of **Section 5** ;
 - e) a detailed schedule setting out all major milestones for the Site preparation, Design Phase, Procurement of Construction & other major items, Construction Phase, Completion & Operational Phase;
 - f) an itemized list of the relevant codes of practice and standards proposed for the Tourism Park facilities;
 - g) the Bidder is required to incorporate international best practices in designing the Tourism Park and utilize international building standards and comply with the Bangladesh National Building Code (BNBC). These standards should be present in successful Tourism Park projects undertaken in the past;
 - h) preference may be given to the Bidders having completed LEED certified projects;
 - i) Soft copy of all maps, drawings, plans and database should be submitted in addition to printed manuscript copies.
- ii. **Project Marketing Concept:** Project Marketing Concept shall include the following:
- a) a Vision for the Tourism Park describing the long, medium and short term vision, assessment of the Tourism Park competitive advantages, how the Bidder intends to position the Tourism Park in the long term, key industry segments that the Tourism



- Park would focus upon, and a list of all value added services that the Bidder intends to provide;
- b) a description of the unique selling proposition of the Tourism Park, which will be used to attract a wide variety of tourism related industry, sectors that promote value additions to establish the Tourism Park;
 - c) a detailed description of the Bidder's strategy to market the Tourism Park to the potential target investors; and
 - d) a detailed description of the marketing capability of the Bidder in terms of personnel, alliances and marketing network.
- iii. **Implementation Plan:** Implementation Plan shall include the following:
- a) a description & sequence (method statement) of all implementation activities including enabling works, utilities, temporary works, internal & external works for the entire site shall be included in the proposal using the form furnished in PART B (Form xi(e)) of **Section 5**;
 - b) a detailed overall program and schedule setting out the proposed sequence of works to be undertaken, including estimated start date, finish date, and time allocations for individual elements of the works, proposed resources to be allocated and the identification of all major milestones for the commissioning of individual work components of the Tourism Park facilities;
 - c) a detailed program and work plan of the Tourism Park project, indicating in months, phase wise development for fully achieving completion of all components of the Tourism Park viz., Serviced Land, Hotel, Motel, Transport, Amusement, Utilities, and Amenities etc.; and
 - d) projection of the year-wise minimum commitment in terms of tenants/occupancy of the companies within the proposed Tourism Park, attaching letters of interest from target investors, where possible.
- iv. **Environmental and Social Development Impact:** Environmental and Social Development Impact section shall address ES due diligences as mentioned but not limited to the following requirements including submission of an ESMP based on bidder's technical proposal in accordance with the guideline detailed in Section 07:
- a) A detailed description of the Bidder's Environmental and Social Management Strategy and Implementation Plans (ESMSIP), approach and methodologies to ensure the requirements of the applicable Environmental and Social Development Impact Assessment and Management Plan (EMP) for the proposed Tourism Park facilities and the site that will be implemented and monitored;
 - b) The degree to which the assessment aligns with relevant national and international environmental and social regulations, standards which incorporates industry-specific guidelines and best practices;
 - c) The degree to which the assessment has addressed the potential risks as identified in the EIA (available in the BEZA website www.beza.gov.bd) of the proposed Tourism Park and



- the effectiveness of the risk mitigation measures and contingency plans incorporated in the plan;
- d) The degree to which environmentally sustainable, “green-zone” and climate resilient techniques and procedures are included in the ES management for the proposed Tourism Park. These techniques can include energy efficiency, co-generation, renewable energy use, waste recycling, efficient water management, and alternative transportation options;
 - e) Effective monitoring systems in place to track environmental and social performance and the monitoring plan includes clear reporting mechanisms and that information is communicated to competent authority/stakeholders in a timely and transparent manner;
 - f) Allocation of financial, human, and technical resources to implement the ESMP effectively and availability of adequate resource for monitoring, reporting, and responding to incidents;
 - g) The Institutional arrangement, records of certificates/licenses, effectiveness of the capacity-building initiatives as required for project personnel and relevant stakeholders to implement the EMP. Adequacy of the training programs designed to enhance awareness and understanding of environmental and social responsibilities;
 - h) The effectiveness of stakeholder engagement processes in the development of the ESMP assessing the inclusivity and transparency of the engagement, ensuring that the concerns of all relevant stakeholders are considered;
 - i) The adequacy of emergency preparedness and response, grievance redress mechanism and disaster management plans to address environmental and social incidents promptly. The degree to which the proposed Tourism Park will promote and facilitate female-gender opportunities;
 - j) The assessment includes measures for capacity building, institutional strengthening and mechanisms for periodic review and updates as necessary to adapt to changing circumstances and unforeseen challenges along with provision for continuous improvement with feedback from relevant authority/stakeholders for establishing environmental and social governance in different project phases.

v. Operation and Maintenance: Operation and Maintenance section containing the following:

- a) A detailed operational strategy in Operations and Maintenance (O&M) of the Tourism Park, services provided, and facilities developed, operational and maintenance standards, safety etc.;
- b) Bidders shall have necessary document in support of experience in Operating & Maintaining of economic zone, special economic zone, industrial park, tourism park or free port and operation thereof, or experience in development, construction of infrastructure, management and operation of any large project.



c) Each Bidder shall, at a minimum, provide for the operation of basic services within the parcel to a standard- sufficient to meet the needs of the Tourism Park. All proposed utility services shall be able to connect to and coordinate with the backbone infrastructure and common services. In providing the Operation and Maintenance, each Bidder shall undertake to provide the following services within its proposed on-site part of Tourism Park:

- 1) subterranean facilities, such as sewer collection system, including drains and pipeline network, storm water drainage system, including drains and pipeline network, pipeline network system sufficient to accommodate power cables and telecommunication wiring and so on;
- 2) solid waste management, collection and efficient treatment;
- 3) each Bidder shall identify any additional services that it intends to provide. Such services may include, but are not limited to or required to be, provision of utilities (electric power, water purification, wastewater treatment, etc.), communications center, training & skills development centre, technical workshops and machine shop, commuting and transportation services, cafeteria and restaurants, social facilities for the workforce, operation of a medical clinic, firefighting equipment and systems.
- 4) each Bidder shall be bound to provide any such services so enumerated in "Operation and Maintenance". Each Bidder shall furthermore provide an indicative pricing schedule and projected volume of service delivered for each enumerated service, as well as how the Bidder will ensure that systems meet international safety, health, environmental and social standards, if applicable.

vi) Key Staff, Organization and Development Agreement Administration Plan: A narrative of the Bidder's resourcing plans, including Key Staff, Organizational structure and Administrative Processes which the Bidder intends to have in place at each stage of the project life cycle (planning, design, construction, marketing, operations & maintenance of the facility). In particular, the Bidder's "Staffing Plan" setting out the Bidder's proposed staffing schedule for carrying out the DBFOT Services shall contain Key Positions, Job Description, Qualification and Experience.

vii) Economic Growth and Job Creation: An Economic Growth and Job Creation section containing the following:

- (a) The degree to which the promoting domestic & international tourism or financial effect, will have an impact on overall economic growth and jobs.
- (b) The extent to which investment and any transfer-of-technology impact of the proposed Tourism Park will improve Bangladesh's national capital, infrastructure, basic services, travel/ transport



- serviced base or the quality of the labor force;
- (c) Potential of the proposed Tourism Park to increase domestic employment opportunities, including skilled and semi-skilled work force for Bangladesh nationals, through organizations and job-creation, as well as technical training and capacity-building;
- (d) Employment creation at the end of each year for first five years and estimates for subsequent each 5(five) years period;
- (e) Creation of new or expanded business opportunities, diversification of tour related issues, new emerging areas and any related new sector or sub-sector to nearby areas and other parts of Bangladesh in the projected value chain; and
- (f) Any other economic benefits to the project.

22.8 **Part VIII – Pre-Printed Literature:** Bidders wishing to provide pre-printed literature about the Bidder or the Joint Venture/Consortium Bidders, namely Company Profile, Brochure, Booklet etc. that pre-printed literature shall be separately bound.

22.9 **Part IX – Other Document:** Bidder may submit any other document which is not explicitly mentioned above but required by any other clause of ITB.

23. Financial Proposal

Each Bidder shall submit a Financial Proposal which includes key financial indicators from their financial analysis of the Project and Returns to the Authority. The bidder shall quote all financial indicators as mentioned below in the Letter of Price Bid (form (xii) (a)).

23.1 Projected Capital Investment, Operational Cost and Revenue

- a) **Capital Investment:** The Bidder shall quote their total Capital Investment along with its breakdown using the form furnished in PART C (Form xii (b)) of **section 5**.
- b) **Operational Cost:** The Bidder shall quote their Operational cost with its breakdown using the form furnished in PART C (Form xii (c)) of **section 5**. The bidder shall also mention the total operational cost with the Revenue in terms of percentage
- c) **Revenue:** The Bidder shall quote the revenue generated from the operation of NAF Tourism Park using the form furnished in PART C (Form xii (d)) of **section 5**. The bidder shall give the year-wise revenue breakdown that should be based on the marketing plan's projected results which include:
 - i. Sub-lease from developed land and/ or income/ rent from business, hotel, motel, amuse park etc.
 - ii. Income from utility commercialization as applicable; and
 - iii. Income from other sources.

23.2 Projected Source of Financing

The Bidder shall quote their % (Percentage) of Equity in terms of total Revenue for 15 (fifteen years) in Development and Operation of NAF Tourism Park from their financial analysis. Bidder shall submit breakdown and source of proposed debt/equity financing and other sources of financing, projected in the financial spread sheet using the forms furnished in PART C (Form xii(e)).



23.3 Internal Rate of Return (IRR)

Bidder shall submit a financial plan including pro-forma financial statements, to show that the proposal is financially feasible. The Bidder will base the analysis on a base-case scenario and shall include sensitivity analysis to demonstrate the impact of feasibility over a range of possible assumptions and scenarios. The feasibility analysis shall include the following information, clearly identified and sequenced as follows:

- a) Resulting cash flow projections over the development period shall be included in the proposal using the form furnished in PART C (xii (h)) of **Section 5**;
- b) Breakdown of projected revenue streams
- c) Expected financial indicators such as Internal Rate of Return (IRR) shall be calculated and quoted using the form furnished in PART C (Form xii (f), (g), (i) of **Section 5**.

23.4 Payments and Returns to the Authority

The Financial Proposal shall contain the Letter of Bid (Financial Proposal) that includes **Financial Offer** prepared using the relevant form furnished in PART C of **Section 5** (Form xii (a)). The form must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB Clause 28.3**. All blank spaces shall be filled in with the information requested.

Each Bidder, in its Letter of Bid (Financial Proposal), shall propose a payment structure to the Authority over the life of the Developer Agreement which shall consist of -

- a) onetime/upfront payment as land premium (non-refundable) in United States Dollar (USD) payable before signing of Developer Agreement;
- b) an annual land lease payment in United States Dollar (USD) per square meter of leased land from the date the land is handed over to the Developer (*Note: It is to be noted that the annual land lease payment will be due for payment within first week of every calendar year*);
- c) escalation in percentage (%) of annual land lease payment for every three years starting from date of land handover; and
- d) share of gross annual revenue in percentage (%) (*Note: The gross annual revenue shall be considered from the annual audited report of SPC*).

23.5 If any bidder doesn't quote against any of the four payment structure mentioned above (**ITB Clause 23.4**) in the financial offer, the proposal shall be rejected.



- 24. Alternative Bids** 24.1 A Bidder shall not submit a Proposal that proposes an arrangement between the Authority and the Bidder, which, in the discretion of the Authority, is different than the arrangement set out in the RFP Documents (an “Alternative Bid”). The Authority intends to enter into an agreement to design, build, finance, operate and transfer Tourism Park based on the terms and conditions of the RFP Documents. If a Bidder submits an Alternative Bid, it will be returned to the Bidder and will be considered as nonresponsive by the Authority.
- 25. Period of Validity of Proposals/Bids** 25.1 Proposals shall remain valid for the period as specified in the BDS after the date of Proposal submission deadline prescribed by the Authority.
- 25.2 The period of validity of proposals may be extended as per the following conditions:
- a) In exceptional circumstances, prior to the expiration of the Proposal Validity period, not later than 10 (ten) days before the expiry date of the Proposal Validity, if all the Bidder’s proposed to an extension of the period of validity of their Proposals, the Authority may extend bid validity period.
 - b) The request for extension of the Proposal Validity period shall state the new date of the validity of the Proposal.
 - c) The request from the Authority and the responses from the Bidders will be made in writing. Validity of the Bid Security provided under **ITB Clause 26.1(b)** shall also be suitably extended for 120 (one hundred twenty) days beyond the new date for the expiry of the Bid Validity.
 - d) Bidders consenting in writing to the request as stated under **ITB Clause 25.2** shall not be required or permitted to modify its Proposal in any circumstances.
 - e) Bidders not consenting in writing to the request made by the Authority as stated under **ITB Clause 25.2**, its Proposal shall not be considered in the subsequent evaluation.
- 26. Bid Security** 26.1 The bidders shall submit a Bid Security as per the following conditions:
- a) The bidders shall submit, with the proposal, a Bid Security amount mentioned in the BDS, in USD or in Bangladeshi Taka with at least 300 (three hundred) days validity.
 - b) The Bidder shall ensure that the Bid Security remains valid for a period of 120 (one hundred twenty) days after the end of the Bid Validity Period.
 - c) Bid Security may be in the form of a Bank Draft, or an irrevocable unconditional Bank Guarantee in the form furnished in Part A of **Section 5** (Form viii), without any alteration, issued by any scheduled Bank of Bangladesh or from any foreign Bank duly certified by its corresponding Bank in Bangladesh.
 - d) Any proposal not accompanied by the Bid Security shall not be taken up for evaluation.



- e) The Authority shall return the Bid Securities of –
 - i. the non-responsive bidders as promptly as practicable;
 - ii. the responsive bidders upon signing of the Developer Agreement.
- f) The Bid Security of a bidder may, in the discretion of the Authority, be forfeited—
 - i. if a bidder withdraws its bid during the Bid Validity Period;
 - ii. refused to accept the Letter of Award (LOA) within the period as stated;
 - iii. in the case of the selected bidder, if it or they fail to furnish the Performance Security to the Authority within the prescribed time; and
 - iv. if the selected bidder fails to sign the Developer Agreement within the stipulated time.
- g) The authenticity of the Bid Security as submitted by any Bidder may be examined and verified by the Authority at its discretion in writing from the issuing Bank of the security.

27. Currency

- 27.1 In the financial proposal, the bidder shall make all financial offer in USD only.
- 27.2 Where in the bid document or in any other documents including the Developer Agreement (DA) “BDT” and/or “USD” are mentioned, BDT shall mean equivalent USD or vis-à-vis at the Bill for Collection (BC) rate of Sonali Bank PLC, Bangladesh 10 days before the last date of submission.
- 27.3 When “BDT” or equivalent “USD” or vis-à-vis are used in respect of any payment including payment to the Authority, the equivalent rate shall be determined at the BC rate on the date of payment.

28. Format and Signing of Bid

- 28.1 The Bidder shall prepare the Proposal in accordance with **ITB Clause 21**.
- 28.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 28.3 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as the form furnished Part A of **Section 5** (Form v), and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 28.4 In case the Bidder is a Joint Venture (JV)/ Consortium, the Proposal shall be signed by an authorized representative of the Joint Venture (JV)/ Consortium on behalf of the Joint Venture (JV)/ Consortium firm, and so as to be legally binding on all the members as evidenced by a



power of attorney signed by their legally authorized representative using the form furnished in Part A of **Section 5** (Form(x)).

- 28.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 28.6 The person duly authorized to bind, ensure that the bidder shall sign the Proposal in the following manner, namely: —
- a) by signing the original of the bid or proposal; and
 - b) by putting the initials in all the pages of the original or the proposal or bid and the documents attached therewith.
- 28.7 The authority of the person signing the Proposal to bind the bidder shall be demonstrated by a duly notarized Power of Attorney.

E. Submission of Proposals/ Bids

29. Sealing and Marking proposal

- 29.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (marked as the Technical Proposal and the Financial Proposal). These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original Bid". In addition, the Bidder shall submit copies of the Proposal in the number specified in the BDS. Copies of the Technical Proposal shall be placed in a separate sealed envelope marked "Copies: Technical Proposal". Copies of the Financial Proposal shall be placed in a separate sealed envelope marked "Copies: Financial Proposal". The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "Proposal Copies".
- 29.2 Bidders shall enclose the original of the Financial Proposal with a warning "**Do Not Open with The Technical Proposal.**"
- 29.3 The inner and outer envelopes shall:
- a) bear the name and address of the Bidder;
 - b) be addressed to the Authority at the address as stated in the **ITB Clause 8.1**;
 - c) bear the name of the Proposal; and
 - d) bear a statement "**DO NOT OPEN BEFORE (insert the deadline for submission of Proposal)**" as stated in **ITB Clause 30.1**.
- 29.4 The original and all copies of the bid or proposal shall be typed or written in indelible ink and in the event of any discrepancy between the copies and the original, the original shall prevail.
- 29.5 If all envelopes are not sealed and marked as required, the Authority will assume no responsibility for the misplacement, or premature opening of the Proposal.
- 29.6 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal/ Bid non-responsive.
- 29.7 Proposals shall be submitted on the basis of this RFP document issued by the Authority.



30. Deadline for submission of proposal

30.1 The proposal must be received by the Authority at the submission place and no later than the date and time as prescribed in the BDS or the extension thereof.

30.2 The bidder shall submit its bid or proposal physically/ by mail or by courier to the Office of BEZA, at the address given below:

Director General (Planning & Development)
Bangladesh Economic Zones Authority
Biniyog Bhaban, Level – 9
E-6/B West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh.

30.3 **No Electronic submission of Proposal will be acceptable.** In case of sending the proposal through mail or courier, the bidder must ensure that the proposal shall be delivered to Bangladesh Economic Zones Authority Office on or before the stipulated submission date and time.

31. Late submission of Proposal

31.1 Any proposal received by the Authority after the submission deadline shall not be considered and shall be returned unopened to the respective bidder.

32. Modification, substitution or withdrawal of Proposal

32.1 A Bidder may withdraw, substitute, or modify its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 22.3** The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with **ITB Clause 28** and **ITB Clause 29**, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

(b) received by the Authority prior to the deadline prescribed for submission of Bids, in accordance with **ITB Clause 30**.

32.2 Bids requested to be withdrawn in accordance with **ITB Clause 32.1** shall be returned unopened to the Bidders.

32.3 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

F. Opening of Technical Proposal

33. Public Opening of Technical Proposal

33.1 The Proposal Opening Committee will be formed under Rule 19 of the Bangladesh Economic Zones (the Procedure of Appointment of Developer) Rules, 2016.

33.2 Except in the cases specified in **ITB Clause 31** and **ITB Clause 32.2**, the Authority shall publicly open and read out all Bids received by the deadline, at the date, time and place as stated in **ITB Clause 8.1**, in the presence of Bidders’ designated representatives and anyone who chooses to attend.

33.3 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Bidder. No Proposal withdrawal shall be permitted



unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.

- 33.4 Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Bidder. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 33.5 Next, envelopes marked "Modification" shall be opened and read out with the corresponding Bid. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening.
- 33.6 Next, all other envelopes marked "Technical Proposal" shall be opened one at a time. All envelopes marked "Financial Proposal" shall remain sealed and kept by the Authority in safe custody until they are opened at a later public opening, following the evaluation of the Technical Proposal parts of the Bids. On opening the envelopes marked "Technical Proposal" the Authority shall read out: the name of the Bidder, the presence or the absence of a Bid Security, and whether there is a modification; and any other details as the Authority may consider appropriate.
- 33.7 The Authority shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Bids, in accordance with **ITB Clause 31.1**).
- 33.8 The Authority shall prepare a record of the Technical Proposals of Proposal opening that shall include, as a minimum:
- a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - b) the receipt of envelopes marked "Financial Proposal"; and
 - c) the presence or absence of a Bid Security if one was required.
- 33.9 Upon completion of Technical Proposal opening, all members of the POC shall sign the record by name, address, designation. The copies of record shall be issued to the Executive Chairman or an officer authorised by him or her and also to the members of the POC.
- 33.10 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.



G. Evaluation of Proposals-General Provisions

34. Restriction on Disclosure of information

- 34.1 Information relating to the evaluation of the Technical Proposal shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Proposal in accordance with **ITB Clause 44**. Information relating to the evaluation of Financial Proposal, the evaluation of combined Technical Proposal and Financial Proposal, and recommendation of contract award shall not be disclosed to Bidders, or any other persons not officially concerned with the RFP process until the Letter of Award is transmitted to Bidders in accordance with **ITB Clause 58**.
- 34.2 Following the opening of the Technical Proposals by the Proposal Opening Committee (POC), and until the Contract is signed, no Bidder shall make any unsolicited communication to the Authority or the Proposal Evaluation committee (PEC).
- 34.3 From the time the Proposals are opened to the time the Contract is awarded, any effort by the Bidder to influence the Authority or the PEC in the Authority's Proposal evaluation, Proposal comparison or Contract award decisions may result in non-responsiveness of the Bidder's Proposal.

35. Clarification on Proposal

- 35.1 PEC may ask the Bidders for clarification of their Proposals, to facilitate the examination and evaluation of the Proposals. The request for clarification by the PEC and the response from the Bidders shall be in writing, and Proposal clarifications which may lead to a change in the substance of the Proposal or in any of the key elements of the Proposal will neither be sought nor be permitted.
- 35.2 Any request for clarifications by the PEC shall not be directed towards making an apparently non-responsive Proposal to responsive from the concerned Bidder shall not be articulated towards any addition, alteration or modification to its Proposal.
- 35.3 Bidders not providing clarifications of its Proposal by the date and time set in the PEC's written request for clarification, its Proposal shall not be considered in the evaluation.
- 35.4 Requests for clarifications on Proposal shall be duly signed only by the PEC Chairperson.
- 35.5 All clarification requests shall remind the Bidders of the need for confidentiality and that any breach of confidentiality on the part of the Bidder may result in their Proposal being disqualified.

36. Deviations, Reservations, and Omissions

- 36.1 During the evaluation of Bids, the following definitions apply:
- "Deviation" is a departure from the requirements specified in the Bidding document;
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and
 - "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding document.



37. Nonmaterial Nonconformities

- 37.1 Provided that a Proposal is substantially responsive, the Authority may waive any nonmaterial nonconformity in the Bid.
- 37.2 Provided that a Proposal is substantially responsive, the Authority may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

H. Evaluation of Technical Proposal

38. Proposal Evaluation: General

- 38.1 The Authority shall constitute a Proposal Evaluation Committee (PEC) under Rule 20 of the Bangladesh Economic Zones (the Procedure of Appointment of Developer) Rules, 2016. This committee will evaluate both the Technical Proposal and the Financial Proposal.
- 38.2 Members of the PEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded including prior review where necessary and approved by the competent authority.
- 38.3 Proposals shall be evaluated based on what has been submitted. The material issues to be clarified with the successful Bidder will have to be discussed during negotiations.

39. Examination of Conflict of Interest Situation

- 39.1 During the evaluation of the Technical Proposals, the PEC shall ascertain that no new Conflict of Interest (COI) situations as stated under **ITB Clause 4.1 (g)** have arisen. If the PEC identifies a COI at this stage, it shall determine whether the specific conflict is substantive and shall consequently consider the Proposal non-responsive.
- 39.2 Bidders, if found to mislead the PEC by neglecting to provide information or by denying the existence of a COI situation, the Bidder's Proposal may be considered non-responsive.

40. Preliminary Examination of Proposals

- 40.1
- a) The Proposal Evaluation Committee shall preliminarily examine each application or proposal in line with the instructions set out in the RFP documents to assess the proposals' completeness and eligibility.
 - b) PEC shall examine the Bids to confirm that all documentation as stated under **ITB Clause 21** has been provided, to determine the completeness of each document submitted.
 - c) PEC shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Proposal shall be considered rejected:
 - i. The Letter of Bid-Technical Proposal;
 - ii. Written confirmation authorizing the signatory of the Proposal to commit the Bidder; and
 - iii. A Bid Security.
 - d) Preliminary examination of the Technical Proposal shall be carried out to identify proposals that are incomplete, invalid to the requirements of the Bidding documents.



41. Eligibility and Qualifications of the Bidder

- 41.1 The Authority shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible as per **ITB Clause 4**, and either continues to meet the qualifying criteria specified in **ITB Clause 12** and **ITB Clause 13**.
- 41.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to **ITB Clause 12** and **ITB Clause 13**.
- 41.3 Prior to award, the Authority will verify that the successful Bidder (including each member of a JV) is not disqualified by any Authority due to noncompliance and response obligations. The Authority will conduct the same verification for each sub-developer proposed by the successful Bidder.

42. Determination of Responsiveness of Technical Proposal

- 42.1 The Authority's determination of the Technical Proposals responsiveness shall be based on the contents of the Bid, as specified in **ITB Clause 21** and other relevant Clauses.
- 42.2 A substantially responsive Bid is one that materially confirms to the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a) if accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Works specified in the Developer Agreement; or
 - ii. limit in any substantial way, inconsistent with the Bidding document, the Authority's rights, or the Bidder's obligations under the proposed Developer Agreement; or
 - b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 42.3 If the Technical Proposal is not substantially responsive to the requirements of the Bidding document, it shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

43. Detail Evaluation of Technical Proposal

- 43.1 All Technical Proposals shall be evaluated in accordance with the RFP. Scores to be given to Technical factors and sub factors are specified in the BDS.
- 43.2 PEC as a whole and each of its members themselves individually shall separately evaluate and rank the Technical Proposals based on their responsiveness to the RFP, applying the evaluation criteria, sub criteria, and points system, as specified in the **ITB Clause 43.1**.
- 43.3 Technical Proposals thus given Technical points (Tp), as stated under **ITB Clause 43.1**, not securing the precise minimum as specified in the BDS, shall be considered non-responsive.



I. Notification of Technical Evaluation and Opening of Financial Proposal

44. Notification of Evaluation of Technical Proposal

- 44.1 Following the completion of the evaluation of the Technical Proposals of the Bids, the Authority shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:
- a) the grounds on which their Technical Proposal of Bid failed to meet the requirements of the bidding document;
 - b) their envelopes marked “ Financial Proposal” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
 - c) notify them of the date, time, and location of the public opening of the envelopes marked “ Financial Proposal”.
- 44.2 The Authority shall, simultaneously, notify in writing those Bidders whose Technical Proposal have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:
- a) their Proposal has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;
 - b) their envelope marked “Financial Proposal” will be opened at the public opening of the Financial Proposals; and
 - c) notify them of the date, time, and location of the second public opening of the envelopes marked “Financial Proposal”.

45. Public Opening of Financial Proposal

- 45.1 The opening date shall be not less than 10 (ten) Working Days from the date of notification of the results of the technical evaluation, specified in **ITB Clause 44.1** and **ITB Clause 44.2** However, if the Authority receives a complaint on the results of the technical evaluation within the 7 (Seven) Working Days, the opening date shall be subject to **ITB Clause 65.1**. The Financial Proposal of the Bid shall be opened publicly by the Proposal Evaluation Committee (PEC) in the presence of Bidders’ designated representatives who choose to attend.
- 45.2 At this public opening, the Financial Proposals will be opened by the Authority in the presence of Bidders, or their designated representatives who choose to attend. Bidders who met the eligibility and qualification requirements and whose Proposals were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PROPOSAL” opened at the second public opening. Each of these envelopes marked “Financial Proposal” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Authority. The Authority shall read out the names of each Bidder, the technical score, and the Financial Proposals, including any modification.
- 45.3 Only envelopes of Financial Proposal of Bids, any modification that are opened and read out at Proposal opening shall be considered further for evaluation. The Letter of Bid – Financial Proposal is to be initialed by the members of the Proposal Evaluation Committee (PEC) attending the Proposal opening.



- 45.4 The Authority shall neither discuss the merits of any Proposal nor reject any envelopes marked “Financial Proposal” at this public opening.
- 45.5 The Authority shall prepare a record of the Financial Proposal of the Proposal opening that shall include, as a minimum:
- a) the name of the Bidder whose Financial Part was opened; and
 - b) the Financial Proposals including any modification.
- 45.6 The Bidders whose envelopes marked “Financial Proposal” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

J. Evaluation of Financial Proposal

46. Correction of Arithmetic Errors

- 46.1 In evaluating the Financial Proposal of each Proposal, if there is a discrepancy between words and figures, the amount in words shall prevail and the corrections made by the Proposal Evaluation Committee (PEC), as explained above, shall be considered as binding upon the bidder.
- 46.2 PEC shall correct the arithmetic errors and shall promptly notify the concerned Bidder(s). If the Bidder does not accept the correction of arithmetic errors, its Proposal shall be rejected.

47. Evaluation Process: Financial Proposal

- 47.1 Proposal Evaluation Committee (PEC) shall review the detailed content of each Financial Proposal. During the review, the PEC and any Authority staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information of Payments and Returns to the Authority from any Bidder who has submitted a Financial Proposal.
- 47.2 The Authority shall evaluate only those Financial Proposals that have received passing scores in Technical Proposals.
- 47.3 Financial Proposal will be evaluated based on the financial analysis of the project as stated in **ITB Clause 23.1, 23.2, 23.3** and ‘Payments and Returns to the Authority’ as stated in **ITB Clause 23.4** according to the criteria as specified in the BDS.
- 47.4 The Financial points Fp of Financial Proposals will be computed accordingly, as stated under **ITB Clause 47.3**.

In case of Projected Capital Investment, Revenue, IRR, Payments and Returns to the Authority as stated in **ITB Clause 23.1(a)(c), 23.3 and 23.4**, the highest evaluated Financial Proposal will be given the maximum Financial points Fm for each criteria.

In case of Operational cost as stated in **ITB Clause 23.1 (b)**, the bidder having the lowest % of total Operational Cost with respect to total Revenue will get Maximum Financial points Fm for this criterion.

In case of Source of Financing as stated in **ITB Clause 23.2**, the highest equity Investment in terms % of Total Capital Investment will



be given the maximum Financial points F_m for this criteria.

- 47.5 The points for each Financial Proposals, as stated under **ITB Clause 47.3** i (a), i(c), ii, iii, iv(a), iv(b), iv(c), iv(d);, shall be computed using the formulae:

$$Fp(n) = (M * F(n)) / Fm(n),$$

Where
n being the criteria no.

in case of criteria i(b) of **ITB Clause 47.3**

$$Fp(i(b)) = \frac{M \times (100 - F(n))}{(100 - F_m(n))}$$

$Fp(n)$ being the Financial Score of the Bidder on that criteria;

M being the Maximum Financial Score for that criteria allocated in **ITB Clause 47.3**;

$F(n)$ being the Financial Price Proposal of the bidder of that criteria

$F_m(n)$ being the highest Financial Price Proposal of that criteria;

Then Total Financial Score of the Bidder shall be computed using the formulae:

$$Fp = Fp(i(a)) + Fp(i(b)) + Fp(i(c)) + Fp(ii) + Fp(iii) + Fp(iv(a)) + Fp(iv(b)) + Fp(iv(c)) + Fp(iv(d))$$

Where, Fp being the total Financial Score of the Bidder.

In either case however, the Proposal Prices to be taken into consideration after adjustments made by the PEC in correcting omissions or inconsistencies detected during the evaluation of the Financial Proposal.

K. Combined Evaluation and Most Advantageous Proposal

- 48. Proposal: Combined Evaluation**
- 48.1 The Authority's evaluation of responsive Proposals will take into account Technical proposal, in addition to Financial proposal in accordance with **ITB Clause 43 and 47**. The weight to be assigned for the Technical proposal and Financial proposal is specified in the BDS.
- 48.2 The Proposals will be ranked according to their Combined scores (C_s) using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; $T + F = 1$), Combined score, $C_s = T_s$ (Technical score) + F_s (Financial score); [T_s being $T_p \times T$ and F_s being $F_p \times F$].
- 49. Most Advantageous Proposal**
- 49.1 The Authority shall determine the Most Advantageous Proposal. The Most Advantageous Proposal is the Proposal of the Bidder that meets the Qualification Criteria and whose Proposal has been determined to be substantially responsive to the Bidding document and is the Proposal with the highest combined technical and financial score.



50. Authority's Right to Accept Any Proposal, and to Reject Any or All Proposals

50.1 The Authority reserves the right to accept or reject any Proposal and to annul the Bidding process and reject all Proposals at any time prior to award of Concession, without thereby incurring any liability to Bidder(s). In case of annulment, all Proposals submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

L. Proposal Negotiation

51. Proposal Negotiation: General

51.1 The Authority may make necessary arrangements for negotiation with the most advantageous bidder on any issue that may be considered relevant.

51.2 Negotiations shall commence by considering the comments, suggestions, and requests made by the PEC on both Technical and Financial Evaluation Reports and recommendations thereupon, of its authority competent.

51.3 Negotiations shall be held at the address stated in the **ITB Clause 8.1** the PEC, in phases where unavoidable, with participation of the Authority with the aim to reach agreement on all points and sign a Contract.

51.4 The invited Bidder will satisfy pre-negotiation requirements as the Authority may specify.

52. Proposal Negotiation: Technical and Financial

52.1 Technical negotiations will include discussions on the following area:

- a) design philosophy, drawings and project concepts;
- b) project marketing concept;
- c) implementation plan;
- d) environmental and social development impact (Implementation of Environmental Management Plan);
- e) operation and maintenance;
- f) key staff, organization and development agreement administration plan;
- g) economic growth and job creation;
- h) financial analysis of the project; and
- i) any other relevant matters as deemed necessary by the authority.

52.2 Negotiation shall generally be fine-tuning of the Financial Proposal incorporating the agreed-on technical modifications in the Proposal. The Returns to the Authority proposed by the Bidder may be increased during negotiations.

53. Proposal Negotiation: Developer Agreement

53.1 After concluding Technical and Financial negotiation, the different aspect of Developer Agreement (DA) including General and Special conditions will be discussed and finalized accordingly.

54. Proposal Negotiation: Conclusion

54.1 PEC and the successful Bidder shall, to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Developer Agreement.



- 54.2 If negotiation fails, the PEC will negotiate with the next advantageous bidder securing the next highest Combined score (Cs), and similarly with other evaluated Bidders until a Developer Agreement is signed, but it shall not negotiate simultaneously with more than one Bidder.
- 55. Rejection of all Proposals**
- 55.1 If negotiation fails and all Proposals are found to be non-responsive and unsuitable, the Authority may reject them under the following grounds –
- a) The Proposals containing major deficiencies in responding to the RFP.
 - b) The Returns to the Authority are substantially lower than the estimation and could not be bridged during negotiations.
 - c) Evidence of professional misconduct, affecting seriously the Bidding process, is established.
 - d) The Authority may further annul the Procurement proceedings any time prior to signing of the Development Agreement following specified procedures.
- 56. Informing Reasons for Rejection**
- 56.1 Notice of the rejection will be given promptly within 15 (fifteen) days of decision taken by the Authority to all Bidders, and the Authority will, upon receipt of a written request, communicate to any Bidder the reason(s) for its rejection but is not required to justify those reason(s).

M. Award of Contract and Letter of Award

- 57. Award Criteria**
- 57.1 Subject to **ITB Clause 50.1**, the Authority shall award the Contract (Developer Agreement) to the successful Bidder. This is the Bidder whose Proposal has been determined to be the Most Advantageous and successfully negotiated Bid.
- 58. Letter of Award (LoA)**
- 58.1 The Authority shall, within 7 (seven) working days of receipt of approval of the Developer Agreement (DA), and, upon satisfactorily addressing any complaint that has been filed, the Authority shall notify the successful Bidder, in writing, that its Proposal has been accepted and invite the successful Bidder to sign the Developer Agreement (DA). The Letter of Award shall specify the amount that the Bidder will pay the Authority in consideration of the execution of the Developer Agreement (DA).
- 58.2 The Letter of Award (LoA) shall state :
- a) the acceptance of the Bid by the Authority;
 - b) the amount that the Bidder will pay the Authority as stated in **ITB Clause 23.4** in consideration of the execution of the Developer Agreement (DA);
 - c) the amount of the Performance Security following specified format;
 - d) the date and time within which the Performance Security shall be furnished; and
 - e) the date and time within which the Contract shall be signed.



58.3 Prior to expiration of the bid validity period, the Authority will notify the selected Bidder by e-mail and confirming by registered letter that his bid has been accepted.

58.4 The LoA shall be accepted by the successful Bidder within 14 (fourteen) working days from the date of its issuance.

58.5 Until a formal contract is signed, the LoA will constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Developer Agreement by both parties.

59. Formation of Special Purpose Company (SPC)

59.1 The successful bidder, before signing the Developer Agreement shall form a Special Purpose Company (SPC) to Develop and Operate the Tourism Park. The SPC shall be registered with Registrar of Joint Stock Companies and Firms under the Companies (Bangladesh) Act 1994 and shall hold the power to sign the Developer Agreement on behalf of the bidder. In case of single entity bidder, the entire share capital of the newly formed SPC shall be subscribed by the bidder itself. In case of Joint Venture/Consortium, the share capital of the SPC shall be subscribed by the JV/ Consortium according to the shareholdings as fixed up in the Joint venture/ Consortium agreement.

60. Performance Security

60.1 Within 60 (Sixty) days from the date of issuance of the LoA but not later than the date specified therein, the successful Bidder, in the name of newly formed Special Purpose Company (SPC) as stated in **ITB Clause 59** shall furnish the Performance Security for the due performance of the Developer Agreement in the amount as specified in the BDS. Performance Security may be in the form of a Bank Draft, or an irrevocable unconditional Bank Guarantee in the form furnished in Part D of **Section 5 (Form xiii)**, without any alteration, issued by any scheduled Bank of Bangladesh or from any foreign Bank duly endorsed by its corresponding Bank in Bangladesh as acceptable to the Authority.

60.2 The performance Security shall be furnished for the amount and for a validity period as stated in **ITB Clause 60.1** in the prescribed format and in the form of Bank Guarantee acceptable to the Authority.

60.3 The proceeds of the Performance Security shall be payable to the Authority unconditionally upon first written demand as compensation for Bidder's failure to complete its obligations under the Agreement.

60.4 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Authority may award the Contract to the Bidder offering the next Advantageous Bid.



61. **Validity of Performance Security** 61.1 Performance Security shall be required to be valid until a date 60 (Sixty) days beyond the Intended Completion Date of Design-Build period. (four years from the delivery of physical possession of the site).
62. **Payment of Land Premium/ Upfront Payment** 62.1 Within 60 (sixty) days from the date of issuance of the LoA but not later than the date specified therein, the successful Bidder, in the name of newly formed Special Purpose Company (SPC) as stated in **ITB Clause 59** shall pay the Onetime Upfront Payment as Land Premium in the amount as finalized in the negotiation. Onetime Upfront Payment may be in the form of a Bank Draft or Pay Order, issued by any scheduled Bank of Bangladesh or from any foreign Bank duly certified by its corresponding Bank in Bangladesh as acceptable to the Authority.
- 62.2 If the bidder fails to pay the Onetime Upfront Payment (Land Premium), within the stipulated period, the Authority would have a right to en-cash the Bid Security of the selected Bidder towards recovery of the same, in part or whole, without forfeiting its any other right as per this document. The decision of the Authority in this regard is final and binding.
63. **Signing of Developer Agreement** 63.1 After satisfactory compliance of the requirements under Rule 36 of Bangladesh Economic Zones (the Procedure of Appointment of Developer) Rules, 2016 by the successful bidder, the person authorized by the Authority and the person authorized by the successful bidder, upon formation and registration of Special Purpose Company (SPC) shall sign and date the Developer Agreement and initial each page of the Developer Agreement on the date and at the time as may be prescribed by the Authority.
64. **Debriefing by the Authority** 64.1 The Authority, following signing of the Developer Agreement with the successful Bidder, promptly notifies the other Bidder(s) whose Proposals were technically responsive that they have been unsuccessful. The Client shall also return those unopened Financial Proposals, as stated under **ITB Clause 44.1**, to the unsuccessful Bidders.
- 64.2 Debriefing of Consultants by the Authority shall outline the relative status and weakness only of his or her Proposal requesting to be informed of the grounds for not accepting the Proposal submitted by him or her without disclosing information about any other Bidder. In the case of debriefing, confidentiality of the evaluation process shall be maintained.
65. **Procurement Related Complaint** 65.1 If a Bidder wishes to make a Bid-related Complaint, the Bidder shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to the address as mentioned in the BDS.



In summary, a Bid-related Complaint may challenge any of the following:

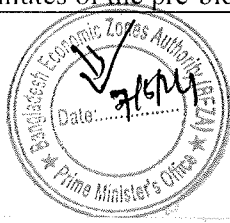
1. the terms of the Bidding Documents;
2. the Authority's decision to exclude a Bidder from the procurement process prior to the award of contract; and
3. the Authority's decision to award the contract.



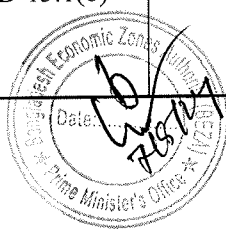
Section -4: Bid Data Sheet

The following bid-specific data for the facilities and services to be procured shall amend or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB SECTION REFERENCE	REQUIRED INFORMATION
ITB 1.1	<p>Name of the Authority: Bangladesh Economic Zones Authority</p> <p>Provision of Service: Design, Build, Finance, Operate and Transfer (DBFOT)</p>
ITB 4.1 (e)	<p>Pending Litigation Claim: The cumulative pending litigation claim (individually or jointly) shall not exceed amount USD 5.00 million or BDT 550.00 million in last 5 (five) years.</p>
ITB 4.1 (f)	<p>Contract Non- Performance: There shall be no instance of contract non-performance as a result of Bidder's default in last 5 (five) years.</p>
ITB 5.1	<p>List of Ineligible Countries: Any country as declared by the Government of Bangladesh from time to time.</p>
ITB 8.1	<p>Address of Authority, and telephone and e mail numbers: Director General (Planning & Development) Address: Bangladesh Economic Zones Authority Biniyog Bhaban, Level – 9 E-6/B West Agargaon, Sher-E-Bangla Nagar Dhaka-1207, Bangladesh. Phone: +88-02-44826020 Email: gm.planning@beza.gov.bd</p>
ITB 8.3	<p>Authority's response time for clarification of RFP: The Authority shall respond in writing within 7 (seven) working days.</p>
ITB 8.4	<p>Forwarding time for Authority's Response: The Authority shall forward copy of its response to all those who have purchased the RFP Document at least 3 (three) days before the bid submission date.</p>
ITB 9.1	<p>Place and Time of pre-bid meeting: 06/06/2024 Time: 2:00 PM (BST) Venue: Bangladesh Economic Zones Authority Biniyog Bhaban, Level-9, Plot E-6/B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh.</p>
ITB 9.3	<p>Submission time for question of pre-bid meeting: Bidders are requested to submit question, if any, in writing to reach the Authority not later than 7 (seven) days prior to the date of the pre-bid meeting.</p>
ITB 9.4	<p>Transmission time for minutes of pre-bid meeting: Minutes of the pre-bid meeting will be transmitted within 7 (seven) working days after</p>



	holding the meeting to all those who purchased the RFP at least 3 (three) days before the bid submission date.																				
ITB 10.2	Extension of submission deadline in case of amendment of RFP: In any case, the minimum time for such extension shall not be less than 3 (three) working days.																				
ITB 10.5	Circulation of amendment of RFP: The addendum shall be circulated to bidders who have purchased the bid documents, within 7 (seven) working days of issuance of such addendum.																				
ITB 12.1(a)	Experience Criteria for Establishment: 10 (ten) years of experience in establishing of sole, multiproduct economic zone, special economic zone, industrial park, tourism park or free port and operation thereof, or experience in development, construction of infrastructure, management and operation of any large project. <i>(* Large project means a project, which has a total investment of above BDT 2.5 billion or USD 25 million excluding on-going capital for expansion)</i>																				
ITB 12.1(b)	Experience Criteria for Designing or Financing: Experience in designing of or financing in at least 1(one) economic zone, special economic zone, industrial park, tourism park or free port, or any large project; <i>(* Large project means a project, which has a total investment of above BDT 2.5 billion or USD 25 million excluding on-going capital for expansion)</i>																				
ITB 13.1 (a)	Financial Criteria for Gross Revenue: The amount of gross revenue of 10 (ten) million US Dollar per year within last 3 (three) years for operation of economic zone, special economic zone, industrial park, tourism park or free port, or any large project.																				
ITB 13.1 (b)	Financial Criteria for Net Worth: The net worth of at least 25 (twenty five) million US Dollar at the end of preceding financial year. <i>(* Large project means a project, which has a total investment of above BDT 2.5 billion or USD 25 million excluding on-going capital for expansion)</i>																				
ITB 14.1(c)	Requirements by summation of a JV/Consortium shall be as follows : <table border="1" data-bbox="403 1559 1417 2098"> <thead> <tr> <th>BDS Clauses References</th> <th>Requirements by summation</th> <th>Requirements for Leading Partner</th> <th>Requirements for other Partner(s)</th> </tr> </thead> <tbody> <tr> <td>ITB-12.1 (a)</td> <td>100% (summation of different contracts)</td> <td colspan="2">At least one Contract by any Partner</td> </tr> <tr> <td>ITB-12.1 (b)</td> <td>100% (summation of different contracts)</td> <td colspan="2">At least one Contract by any Partner</td> </tr> <tr> <td>ITB-13.1(a)</td> <td>100%</td> <td colspan="2">Minimum requirement not applicable</td> </tr> <tr> <td>ITB-13.1(b)</td> <td>100%</td> <td colspan="2">Minimum 10 Million USD by one of the Partners</td> </tr> </tbody> </table>	BDS Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)	ITB-12.1 (a)	100% (summation of different contracts)	At least one Contract by any Partner		ITB-12.1 (b)	100% (summation of different contracts)	At least one Contract by any Partner		ITB-13.1(a)	100%	Minimum requirement not applicable		ITB-13.1(b)	100%	Minimum 10 Million USD by one of the Partners	
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ITB 17.1	Proposal Language: The language of the bid is ENGLISH .																											
ITB 22.7(2)(i)	Design Philosophy, Drawing & Project Concepts: a) Basic Infrastructures (Compulsory): <ul style="list-style-type: none"> • Site Development • River Bank Protection • Administrative Building, Fire Station, BGB Station • Jetty • Internal Infrastructures and Utilities b) Prospective Infrastructures (not limited to): <ul style="list-style-type: none"> • Commercial Complex • Health Care Center • Landscaping • Residential Accommodation • Hotel, Guest house, eco Cottage etc. • Amusement Park, Aqua Park, Children's Park, Fun Lake etc. • Cable Car (Naf to Ne-tong Hill to Sabrang) 																											
ITB 25.1	Period of Validity of Proposals: The validity period shall be at least 180 (one hundred eighty) days.																											
ITB 26.1	Bid Security: The Bid Security shall be BDT 100,000,000.00 (Taka One Hundred Million) or USD 1,000,000 (One Million US Dollar)																											
ITB 29.1	Sealing and Marking of Proposal: Each Bidder shall prepare and submit one signed and initialed original and 1(one) copies plus one soft copy (CD, pen drive, flash drive etc.) included in the bid package at submission.																											
ITB 30.1	Deadline for Submission of Proposal: 07/08/2024 Time: 12:00 PM (BST)																											
ITB 43.1	Detailed Evaluation of Technical Proposal: Scores to be given to Technical Criteria are as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl no.</th> <th style="width: 70%;">Criteria</th> <th style="width: 20%;">Score</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td>Design Philosophy, Drawings & Project Concepts</td> <td>25 Points</td> </tr> <tr> <td>ii.</td> <td>Project Marketing Concept</td> <td>10 Points</td> </tr> <tr> <td>iii.</td> <td>Implementation Plan</td> <td>15 Points</td> </tr> <tr> <td>iv.</td> <td>Environmental and Social Development Impact</td> <td>10 Points</td> </tr> <tr> <td>v.</td> <td>Operation and Maintenance</td> <td>20 Points</td> </tr> <tr> <td>vi.</td> <td>Key Staff, Organization & Development Agreement Administration Plan</td> <td>10 Points</td> </tr> <tr> <td>vii.</td> <td>Economic Growth and Job Creation</td> <td>10 Points</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total:</td> <td>100 Points</td> </tr> </tbody> </table>	Sl no.	Criteria	Score	i.	Design Philosophy, Drawings & Project Concepts	25 Points	ii.	Project Marketing Concept	10 Points	iii.	Implementation Plan	15 Points	iv.	Environmental and Social Development Impact	10 Points	v.	Operation and Maintenance	20 Points	vi.	Key Staff, Organization & Development Agreement Administration Plan	10 Points	vii.	Economic Growth and Job Creation	10 Points	Total:		100 Points
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ITB 43.3	Minimum Requirement for Technical Points: The minimum Technical points (Tp) required to pass is 60 .																											



ITB 47.3	<p>Scores to be given to Financial Offer are as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="406 324 550 369">Sl no.</th> <th data-bbox="558 324 1189 369">Criteria</th> <th data-bbox="1197 324 1380 369">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="406 369 550 414">i.</td> <td data-bbox="558 369 1189 414">Capital investment, Operational Cost, Revenue</td> <td data-bbox="1197 369 1380 414"></td> </tr> <tr> <td data-bbox="406 414 550 448">a)</td> <td data-bbox="558 414 1189 448">Capital investment</td> <td data-bbox="1197 414 1380 448">04 Points</td> </tr> <tr> <td data-bbox="406 448 550 481">b)</td> <td data-bbox="558 448 1189 481">Operational cost</td> <td data-bbox="1197 448 1380 481">02 Points</td> </tr> <tr> <td data-bbox="406 481 550 515">c)</td> <td data-bbox="558 481 1189 515">revenue</td> <td data-bbox="1197 481 1380 515">04 Points</td> </tr> <tr> <td data-bbox="406 515 550 548">ii.</td> <td data-bbox="558 515 1189 548">Projected Source of Financing</td> <td data-bbox="1197 515 1380 548">05 Points</td> </tr> <tr> <td data-bbox="406 548 550 582">iii.</td> <td data-bbox="558 548 1189 582">Internal Rate of Return (IRR)</td> <td data-bbox="1197 548 1380 582">05 Points</td> </tr> <tr> <td data-bbox="406 582 550 616">iv.</td> <td data-bbox="558 582 1189 616">Payments and Return to the authority</td> <td data-bbox="1197 582 1380 616"></td> </tr> <tr> <td data-bbox="406 616 550 649">a)</td> <td data-bbox="558 616 1189 649">Onetime Upfront Payment as land premium</td> <td data-bbox="1197 616 1380 649">35 Points</td> </tr> <tr> <td data-bbox="406 649 550 683">b)</td> <td data-bbox="558 649 1189 683">Annual land lease rent per square meter</td> <td data-bbox="1197 649 1380 683">20 Points</td> </tr> <tr> <td data-bbox="406 683 550 716">c)</td> <td data-bbox="558 683 1189 716">Price escalation on annual land lease rent (%)</td> <td data-bbox="1197 683 1380 716">10 Points</td> </tr> <tr> <td data-bbox="406 716 550 750">d)</td> <td data-bbox="558 716 1189 750">Share of gross annual revenue (%)</td> <td data-bbox="1197 716 1380 750">15 Points</td> </tr> <tr> <td data-bbox="406 750 550 784"></td> <td data-bbox="558 750 1189 784" style="text-align: right;">Total:</td> <td data-bbox="1197 750 1380 784">100 Points</td> </tr> </tbody> </table>	Sl no.	Criteria	Score	i.	Capital investment, Operational Cost, Revenue		a)	Capital investment	04 Points	b)	Operational cost	02 Points	c)	revenue	04 Points	ii.	Projected Source of Financing	05 Points	iii.	Internal Rate of Return (IRR)	05 Points	iv.	Payments and Return to the authority		a)	Onetime Upfront Payment as land premium	35 Points	b)	Annual land lease rent per square meter	20 Points	c)	Price escalation on annual land lease rent (%)	10 Points	d)	Share of gross annual revenue (%)	15 Points		Total:	100 Points
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ITB 48.1	<p>The weights given to the Technical and Financial Proposals: The weights given to the Technical and Financial Proposals are stated below Weightage of Technical Proposal, T = .6, and Weightage of Financial Proposal, F = .4</p>																																							
ITB 60.1	<p>Performance Security: 1% of the estimated Project Cost mentioned in the proposal submitted by the bidder.</p>																																							
ITB 65.1	<p>Procurement Related Complaints: The address to submit complaints is stated below: Executive Chairman Bangladesh Economic Zones Authority Biniyog Bhaban, E-6/B West Agargaon, Sher-E-Bangla Nagar Dhaka-1207, Bangladesh.</p>																																							



Section -5: Forms for Submission of Proposal

LIST OF FORMS

<i>Part A: Bidding Forms</i>	
(i)	LETTER OF BID- TECHNICAL PROPOSAL
(ii)	CHECKLIST OF SUBMISSION
(iii)	GENERAL INFORMATION OF BIDDER
(iv)	JOINT VENTURE/ CONSORTIUM AGREEMENT
(v)	LETTER OF AUTHORIZATION
(vi)	LITIGATION INFORMATION
(vii)	NON-PERFORMANCE INFORMATION
(viii)	BID SECURITY (BANK GUARANTEE)
(ix)	CAPABILITY STATEMENT a) EXPERIENCE IN ESTABLISHING RELEVANT PROJECTS b) INFORMATION FROM AUDITED BALANCE SHEETS
(x)	POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER
<i>Part B: Technical Proposal Forms</i>	
(xi)	TECHNICAL BID a) LIST OF PROPOSED ACTIVITIES WITH LAND AREA b) PROJECT COST ESTIMATION (PRICED ACTIVITY SCHEDULE) c) SUB-PRICED ACTIVITY SCHEDULE d) DEVIATION FROM PROPOSED MASTER PLAN e) PROPOSED IMPLEMENTATION SCHEDULE
<i>Part C: Financial Proposal Form</i>	
(xii)	a) LETTER OF BID- FINANCIAL PROPOSAL b) PROJECTED CAPITAL INVESTMENT c) OPERATIONAL COST SCHEDULE d) PROJECTED REVENUE ESTIMATE e) SOURCE OF FINANCING f) PROJECTED DEPRICIATION ON FIXED ASSET g) PROJECTED BALANCE SHEET h) PEOJECTED CASH FLOW STATEMENT i) PROJECT IRR (POST TAX)
<i>Part D: Contract Form</i>	
(xiii)	PERFORMANCE SECURITY (BANK GUARANTEE)



Part A: Bidding Forms

FORM (i)

{Ref: ITB Clause 22.1}

Letter of Bid - Technical Proposal

REFERENCE :

Date :

Director General (Planning & Development)
Bangladesh Economic Zones Authority
Biniyog Bhaban, Level – 9
E-6/B West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh.

Subject: Submission of Technical Proposal for Development of NAF Tourism Park at Teknaf, Cox's Bazar, Bangladesh.

Dear Sir,

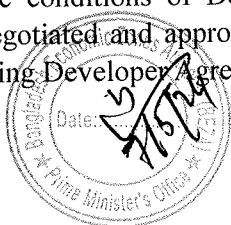
We, the undersigned, offer to design, build, finance, operate and transfer the whole of the said works for the Concession Period in conformity with the RFP.

1. We agree that-

- (a) if we fail to provide required facilities to BEZA or to the Project Implementation Unit (PIU) for carrying out the inspection, management of facilities, operations and performance;
- (b) if we incorporate into the works not agreed scope of works or non-conforming with the requirements as may be approved by BEZA or the PIU or the Government's representative; and
- (c) if we fail to meet the performance requirements or the specifications according to the conditions/stipulations of the RFP/ Developer Agreement;

PIU or BEZA shall be at liberty to take action including termination of Developer Agreement and impose penalties, and/or reject the Works in accordance with the Developer Agreement.

2. We undertake, if our Bid is accepted, to complete and deliver the Works in accordance with the Scope of Work and commence operations as per the RFP documents or the Developer Agreement within time schedule indicated in Technical Bid, from the date of signing the Developer Agreement.
3. We agree to abide by this Bid for a period of 180 (one hundred eighty) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. In the event of our Bid being accepted, we agree to enter into a formal Developer Agreement with you incorporating the conditions of Developer Agreement thereto annexed, but until such Developer Agreement is negotiated and approved, this Bid together with your written acceptance thereof shall constitute a binding Developer Agreement between us.



5. We agree, if our Bid is accepted, to pay Land Premium as Onetime/ Upfront payment as specified in the RFP within 60 (sixty) days of issue of Letter of Award (LOA) and to furnish Performance Security in the form and of value specified in the RFP.
6. We agree that, if we fail to submit the Land Premium in the form of Onetime/ Upfront Payment, then you have the right to en-cash the Bid Security being furnished by us along with this proposal.
7. We have examined and have no reservations to the bidding document, including Developer Agreement and addenda issued in accordance with instruction to bidders.
8. We understand that you are not bound to accept any Bid you may receive.

Dated this _____ day of _____ 2024

(Signature)

(Name of the person)

(In the capacity of)

(Company Seal)



FORM (ii)

{Ref: ITB Clause 22.1}

Checklist of Submission

Sl.	Enclosure to Technical and Price Bid	Status (Submitted or Not-Submitted)	Comments, if any
1.	Letter of Bid- Technical Proposal		
2.	Payment Receipt against the cost of RFP Document		
3.	General Information of Bidder		
4.	Joint Venture/ Consortium Agreement		
5.	Letter of Authorization		
6.	Litigation Information		
7.	Non- Performance Information		
8.	Bid Security (Bank Guarantee)		
9.	Experience in Establishing Relevant Projects		
10.	Operation Experience in Relevant Projects		
11.	Information from Audited Balance Sheets		
12.	Power of Attorney for Appointing the Lead Member		
13.	List of Proposed Activities with Land Area		
14.	Project Cost Estimation (Price Activity Schedule)		
15.	Sub-Priced Activity Schedule		
16.	Component Wise Project Cost Estimates		
17.	Deviation form Proposed Master Plan		
18.	Proposed Implementation Schedule		
19.	Operation & Maintenance Price Schedule		
20.	Projected Cash Flow Statement		
21.	Project IRR (Post Tax)		
22.	Letter of Bid- Price Bid		
23.	Performance Security (Bank Guarantee)		



FORM (iii)

{Ref: ITB Clause 22.1}

General Information of Bidder

(In case of JV/ Consortium, please provide information for all respective firms separately)

Sl.	Particulars	Details
1.	Name of Firm	
2.	Basic Information of the firm	
3.	Country of Incorporation	
4.	Address of the Corporate Headquarters and its Branch Office(s), if any, in Bangladesh	
5.	Date of Incorporation	
6.	Ownership of the Firm (Name and designation of all owners)	1. 2. 3.
7.	List of Directors (Name and Address)	
8.	Key Management Personnel (Name and Position)	
9.	Brief Description of Business	
10.	Details of individual who will serve as the point of contact within the company:	a) Name: b) Designation: c) Address: d) Telephone Number: e) E-mail Address:



FORM (iv)

{Ref: ITB Clause 22.2}

Joint Venture/ Consortium Agreement

This Joint Venture/ Consortium Agreement (this “Agreement”) is entered into as of the [DATE] (the “Effective Date”) by and between -

[FIRST PARTY NAME] located at [ADDRESS],
[SECOND PARTY NAME] located at [ADDRESS],
[THIRD PARTY NAME] located at [ADDRESS],
[FOURTH PARTY NAME] located at [ADDRESS],

Formation

1. The parties have indicated an interest in forming and establishing a Joint Venture (JV)/ Consortium for the exclusive purpose of undertaking an assignment of development and operation of NAF Tourism Park owned by Bangladesh Economic Zones Authority (BEZA) on the basis of Design, Build, Finance, Operation and Transfer (DBFOT) model at Teknaf, Cox’s Bazar, Bangladesh (the “Joint Venture”).
2. The Joint Venture/ Consortium shall do business under the name [BUSINESS NAME] and shall have its principal office and place of business at [BUSINESS ADDRESS], or such other place(s) as shall be designated from time to time.
3. For the purpose of carrying out business, any party can be designated as the “Partner” or the parties can be collectively called as the “Partners”.

Contributions

4. For the purpose of the Joint Venture, the parties shall make capital contributions, in cash or property, in the following amounts or values:
 - a. [FIRST PARTY NAME] [INSERT ALL THE APPLY]
 - i. Cash in the amount of USD [AMOUNT]
 - ii. [DESCRIPTION OF PROPERTY OR OTHER CONTRIBUTION] in the value of USD [AMOUNT].
 - b. [SECOND PARTY NAME] [INSERT ALL THE APPLY]
 - i. Cash in the amount of USD [AMOUNT]
 - ii. [DESCRIPTION OF PROPERTY OR OTHER CONTRIBUTION] in the value of USD [AMOUNT].
 - c. [THIRD PARTY NAME] [INSERT ALL THE APPLY]
 - i. Cash in the amount of USD [AMOUNT]
 - ii. [DESCRIPTION OF PROPERTY OR OTHER CONTRIBUTION] in the value of USD [AMOUNT].
 - d. [FOURTH PARTY NAME] [INSERT ALL THE APPLY]
 - i. Cash in the amount of USD [AMOUNT]
 - ii. [DESCRIPTION OF PROPERTY OR OTHER CONTRIBUTION] in the value of USD [AMOUNT].
5. If the Joint Venture requires additional funds, the parties shall make additional contributions as mutually agreed upon by the parties.

Ownership

6. The parties shall own interest in the Joint Venture in the following percentages:
 - a. [FIRST PARTY NAME] [PERCENTAGE]%
 - b. [SECOND PARTY NAME] [PERCENTAGE]%



- c. [THIRD PARTY NAME]: [PERCENTAGE]%
- d. [FOURTH PARTY NAME]: [PERCENTAGE]%

Distribution of Profits [INSERT ONE]

7. Net profits and net losses accruing to the Joint Venture/ Consortium shall be distributed to the parties in [accordance with each party's respective ownership interests] **OR** [The following proportions:
- i. [FIRST PARTY NAME]: [PERCENTAGE]%
 - ii. [SECOND PARTY NAME]: [PERCENTAGE]%]
 - iii. [THIRD PARTY NAME]: [PERCENTAGE]%]
 - iv. [FOURTH PARTY NAME]: [PERCENTAGE]%]

Responsibilities of the Partners

8. Responsibilities of the Joint Venture partners may include but not limited to:
- a) The parties of Joint Venture either collectively or through their authorized representative shall participate the invitation made asking Request for Proposal (RFP) by Bangladesh Economic Zones Authority (BEZA) to develop and operate NAF Tourism Park;
 - b) The composition or the constitution of the Joint Venture shall not be altered without the prior consent of BEZA;
 - c) After becoming the successful Bidder, the JV entity shall incorporate a separate legal entity registered in Bangladesh (the "Special Purpose Company" or SPC) as per Bangladesh Companies Act, 1994, which shall enter into the Developer Agreement with BEZA as annexed in the RFP;
 - d) The SPC shall have the full legal capacity to carry out its obligations under the laws of Bangladesh and that it meets all requirements of the applicable law as referenced in the Developer Agreement;
 - e) The Joint Venture turned the Special Purpose or SPC Company shall be jointly and severally liable for the execution of the Developer Agreement in accordance with the Developer Agreement's terms and conditions; and
 - f) Apart from the relevant Acts of the Registrar of Joint Stock Companies and Firms in construction of Memorandum of Association & Articles of Association of the SPC, the provisions of this Joint Venture entity shall be followed as far as possible.

Management [INSERT ONE]

9. [The Lead Partner [NAME], **OR** The management committee consisting of [NAME(S)] will be responsible for the following duties and obligations of the Joint Venture:
- a. preparation of Bid proposal as per the requirement of RFP published by BEZA;
 - b. submit Memorandum of Association & Articles of Association for forming a Special Purpose Company or SPC to develop and operate NAF Tourism Park;
 - c. managing day to day business affairs;
 - d. properly maintaining account books and financial records according to standard accounting practices; and
 - e. using express or implied authority granted by this Joint Venture Agreement for handling all other issues.

Duties of the Parties

10. The parties will be responsible for the following duties under the Joint Venture/ Consortium:
- a. [FIRST PARTY NAME AND DUTIES]
 - b. [SECOND PARTY NAME AND DUTIES]
 - c. [THIRD PARTY NAME AND DUTIES]
 - d. [FOURTH PARTY NAME AND DUTIES]

Special Purpose Company (SPC)

11. The Joint Venture shall be construed to form a private limited company registered under the Companies Act 1994 as a Special Purpose Company (SPC) as indicated in this Joint Venture



Agreement.

No Exclusivity

12. This Joint Venture Agreement does not obligate either party to conduct business exclusively with the other party.

Confidentiality Obligations

13. Except as otherwise expressly permitted in this Joint Venture Agreement, the parties shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Joint Venture Agreement or at any time thereafter, except as required to perform their respective duties and responsibilities or with the other party's prior written consent. All the parties agree that all Confidential Information disclosed and received shall remain secret and confidential during the term of this Joint Venture Agreement and continue thereafter during the operation of Special Purpose Company (SPC).

Rights in Confidential and Proprietary Information

14. All ideas, concepts, work product, information, written material or other Confidential Information disclosed to either party:
- i. are and shall remain the sole and exclusive property of the disclosing party; and
 - ii. are disclosed or permitted to be acquired by the receiving party solely in reliance on this Joint Venture Agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of the Joint Venture. Except as expressly provided herein, this Joint Venture Agreement does not confer any right, license, ownership or other interest or title in, to or under the Confidential Information to the receiving party.

Notices

15. All notices given under this Joint Venture Agreement must be in writing.
16. A notice is effective upon receipt and shall be sent via one of the following methods:
- i. delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address first stated above, or
 - ii. to such other address as such party may designate upon reasonable notice to the other party.

Termination

17. This Joint Venture Agreement will terminate when a Special Purpose Company (SPC) is formed in place of this Joint Venture entity.

Amendment

18. This Joint Venture Agreement may be amended or modified only by a written agreement signed by both parties with prior consent of BEZA.

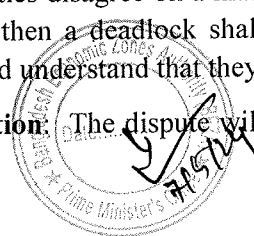
Governing Law

19. This Agreement will be governed by and construed in accordance with the laws of Bangladesh, without regard to the principles of conflict of laws.

Disputes [INSERT ONE]

20. If the parties disagree on a material issue and cannot agree on a mutually satisfactory decision or solution, then a deadlock shall be deemed to have occurred. If a deadlock occurs, the parties accept and understand that they will engage in:

[Arbitration] The dispute will be resolved through binding arbitration conducted in accordance



with the provisions of Arbitration Act of Bangladesh/ Arbitration Law of respective country. The written decision of the arbitrator(s), as applicable, shall be final and binding on the parties.]

OR

[**Mediation:** The dispute will be resolved through mediation in accordance with the provisions available to consider.]

Assignment

- 21. Neither party may assign its rights or delegate its duties under this Joint Venture Agreement without the other party's prior written consent.

Miscellaneous

- 22. This Joint Venture Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. In the event that any provision of this Joint Venture Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Joint Venture Agreement.
- 23. Neither party will be charged with any waiver of any provision of this Joint Venture Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
- 24. This Joint Venture Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.
- 25. This Joint Venture Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Venture Agreement as of the Effective Date.

SIGNATURES

Name of Party	Signature	Address

Witness:

1.



2.



FORM (v)

{Ref: ITB Clause 22.3}

Letter of Authorization

KNOW ALL MEN by these presents that we, [name of the Company], a company incorporated under....., having its Registered Office at[Address of the Company] (hereinafter referred to as “Company”):

WHEREAS the Company has been authorized by _____ (give names and registered office addresses), vide its respective power of attorney, to act as the Lead Member of the Consortium bidding for the development of NAF Tourism Park at Teknaf, Cox’s Bazar, Bangladesh;

WHEREAS in response to the Request for Proposal (RFP) for Design, Build, Finance, Operate, Transfer the NAF Tourism Park (“Project”), the Company is submitting a Bid on behalf of the Consortium for the Design, Build, Finance, Operate and Transfer (DBFOT) of the Project to the Director General (Planning & Development), Bangladesh Economic Zones Authority and is desirous of appointing an attorney for the purpose thereof;

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____ [name of the lead member company] do hereby nominate, constitute and appoint _____ [name & designation of the person] as its true and lawful Attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say:

To act as the Company’s official representative for submitting the Technical and Financial Bids for the said project and other relevant documents in connection therewith;

To sign all papers for pre-qualification, all bids, offers, project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

<p>The common seal of (Name of the Company) was here unto affixed pursuant to a resolution passed at the meeting of held on ----- Day of _____, 2024 in the presence of (Name & Designation of the Person) and countersigned by (Name & Designation of the Person) of the company of (Name of the Company)</p>	<p>_____ (Name & Designation of the Person)</p>
--	---



FORM (vi)

{Ref: ITB Clause 4.1(e)}

Litigation Information

(In case of JV/ Consortium, please provide information for all respective firms separately)

1. Bidders Name:

2. JV/ Consortium Partner Name (if applicable):

3. Pending Litigation: Yes No [Please put a tick mark in the box]

If 'Yes', please put the information as follows:

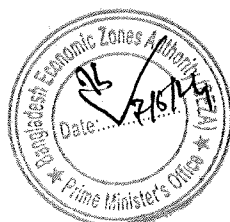
4. No. of pending litigation:

5. List of Pending litigation:

Sl. No.	Year	Matter in Dispute	Value of Pending Claim in USD
1.			
2.			
⋮			

Note: If necessary, the bidder may add rows.

Sign and Seal of the Bidder



FORM (vii)

{Ref: ITB Clause 4.1(f)}

Non Performance Information

(In case of JV/ Consortium, please provide information for all respective firms separately)

1. Bidders Name:

2. JV/ Consortium Partner Name (if applicable):

3. Non- Performance History: Yes No [Please put a tick mark in the box]

If 'Yes', please put the information as follows:

4. No. of Non Performance:

5. Non- Performance contract during the stipulated period (in accordance with the **ITB Clause 4.1(f)** of **Section 3**):

Sl. No.	Contract Identification	Year	Total Contract Amount (in USD)
1.	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:		
2.	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:		
⋮			

Note: If necessary, the bidder may add rows.

Sign and Seal of the Bidder



FORM (viii)

{Ref: ITB Clause 22.5 & 26}

Bid Security (Bank Guarantee)

[This is the format for the Bid Security to be issued by any scheduled Bank of Bangladesh or from any foreign bank duly certified by its corresponding Bank in Bangladesh in accordance with ITB Clause 26]

Bid Reference No:

Date:

To:

Executive Chairman
Bangladesh Economic Zones Authority
Biniyog Bhaban, Level-8
E-6/B, West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh

Bid Security No. : [insert number]

We have been informed that *[name of Bidder]* (hereinafter called “the Bidder”) intends to submit to you its Bid Reference *[Ref. of Bid]* dated *[date of Bid]* (hereinafter called “the Bid”) for Design, Build, Finance, Operate and Transfer (DBFOT) of NAF Tourism Park under the above Request for Proposal (hereinafter called “the RFP”).

Furthermore, we understand that, according to your conditions, the Bid must be supported by a Bank Guarantee for Bid Security.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* / USD *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- a. has withdrawn its Bid after opening of Bids but within the validity of the Bid Security; or
- b. is found to have engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice mentioned in **ITB Clause 3**; or
- c. refused to accept the Letter of Award (LOA) within the period as stated under **ITB Clause 58.4**; or
- d. failed to furnish Performance Security within the period stipulated in the LOA; or
- e. refused to sign the Developer Agreement by the time specified in the LOA;

This guarantee will expire

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Developer Agreement signed by the Bidder or a copy of the Performance Security issued to you in accordance with the ITB; or
- (b) if the Bidder is not the successful Bidder, one hundred twenty (120) days after the expiration of the Bidder’s Bid Validity period, being *[date of expiration of the Bid Validity plus one hundred twenty (120) days]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Sign and Seal



Sign and Seal

FORM (ix) (a)

{Ref: ITB Clause 22.6}

Capability Statement: Experience in Establishing Relevant Projects

1. Experience in Development, Operation of Zone / Large Project

Experience in establishing of sole, multiproduct economic zone, special economic zone, industrial park, Tourism Park or free port and operation thereof, or experience in development, construction of infrastructure, management and operation of any large project in last 10 years:

Name of Project / Zone	Role of the bidder	Location	Project / Zone Details	Value in USD	Percentage participation of Bidder in the Project/ Zone	Start Date	Due Date of Completion	Remarks

2. Designing and Financing in Zone Development / Large Project

Experience in designing of or financing in at least one economic zone, special economic zone, industrial park, Tourism Park or free port, or any large project in last 10 years;

Name of Project/ Zone	Location	Project / Zone Details	Value in USD	Percentage participation of Bidder in the Project/ Zone	Start Date	Due Date of Completion	Remarks

[Note:

1. **“Large Project”** means a Project, which has a total investment above BDT 2.5 billion or USD 25 million, excluding on-going capital for expansion.
2. The bidder must submit documents in support of his/ her experience.
3. If necessary, the bidder may add rows.]

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (ix) (b)

{Ref: ITB Clause 22.6}

Capability Statement: Information from Audited Balance Sheets

1. Turnover/ Gross Revenue Related Data

	2020-21 in USD	2021-22 in USD	2022-23 in USD
Operating Revenue			
Add Other Revenue			
Total Revenue			

2. Net Worth Related Data

	2020-21 in USD	2021-22 in USD	2022-23 in USD
Paid up Capital			
Add Free Reserves			
Total Net Worth			

3. Investment Capability Related Data

	2020-21 in USD	2021-22 in USD	2022-23 in USD
Profit after Tax			
Add Book Depreciation			
Less Non-Cash Revenue			
Total Internal Accruals			
Less-Debt Repayments			
Less-Dividend Payment			
Net Internal Accruals			

Note: Audited Balance Sheets of the above Financial Years (Attached)

Signature _____
Name _____
Designation _____
Company _____
Date _____



FORM (x)

{Ref: ITB Clause 28.4}

Power of Attorney for Appointing the Lead Member

SIGNED BY ALL MEMBERS OF THE CONSORTIUM

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, _____ [name of the company], a company incorporated under the Companies Act 1994, having its Registered Office at [Address of the Company] (herein after referred to as "Company")

WHEREAS the Company along with _____ and _____ (give name and registered office address) is forming a Consortium to submit a Bid in response to the Request for Proposal ("RFP") for 'Development of NAF Tourism Park at Teknaf, Cox's Bazar, Bangladesh and is desirous of appointing an attorney for the purpose thereof.

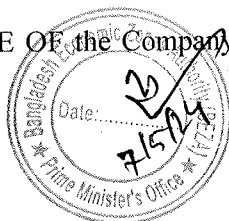
WHEREAS the Company deems it expedient to appoint M/s. _____ (name of Company, registered office address) as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____ [name of company] do hereby nominate, constitute and appoint _____ [name the lead member company] as its true and lawful attorney to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf that is to say:

- a. To act as the Lead Member of the Consortium for the Purposes of the Project
- b. In such capacity, to act as the Company's official representative for submitting the Technical and Price Bid for the Project and other relevant documents in connection therewith.
- c. To sign all papers for bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- d. To Bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- e. To sign and execute contracts relating to the Project, including variation and modification thereto;
- f. To represent the Company at meetings, discussions, negotiations and presentations with BEZA, Competent Authorities and other Project related entities;
- g. To receive notices, instructions and information for and on behalf of the Company;
- h. To execute the Development Agreement for and on behalf of the Company;
- i. To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

AND the Company hereby covenant with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHERE OF the Company puts its hand and seal to this Power of Attorney on this _____ [day, month & year]



The common seal of (Name of the company) was here unto affixed pursuant to a resolution passed at the meeting of Board of Directors held on ----- Day of _____, 20..... in the presence of (Name & Designation of the person) and countersigned by (Name & Designation of the person) of the company of (name of the company)

(Name & Designation of the person)



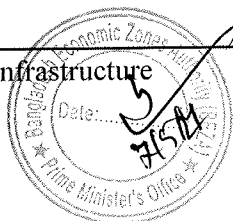
Part B: Technical Proposal Forms

FORM (xi) (a)

{Ref: ITB Clause 22.7(2)(i)(a)}

Technical Bid: List of Proposed Activities with Land Area

S.N.	Description of Activity	Area (Acre)
1	Land Development	
A		
B		
2	Bank Protection	
A		
B		
3	Physical Infrastructures	
A		
B		
4	Common Utilities	
A		
B		
5	Specialized Infrastructure	



A		
B		
6	Open Area	
A		
B		

Note: The Bidder may add rows based on his activity

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xi) (b)

{Ref: ITB Clause 22.7(2)(i)(d)}

Technical Bid: Project Cost Estimation (Priced Activity Schedule)

No.	Description of Activity	Unit	Quantity of Works	Price (in USD)
1.	Design Services			
2.	Mobilization			
3.	Site Development			
4.	River Bank Protection			
5.	Buildings			
6.	Roads			
7.	Construction and Erection			
8.	Equipment			
9.	Tests on Completion			
10.	Manpower			
11.	Rides-1			
	Rides-2			
	Children parks			
	Operations and Maintenance [<i>if specified in the Employer's Requirements</i>] Year 1 Year 2			
	Etc.			
	Total price of Activities carried forward to Grand Summary, Page ____			

Note: The Bidder may add rows based on his activity.

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xi)(c)

{Ref: ITB Clause 22.7(2)(i)(d)}

Technical Bid: Sub-Priced Activity Schedule

(Breakdown of Prices)

[To be completed by the Bidder (more tables to be used as appropriate)]

Activity 1:

No.	Description of Sub-activity	Unit	Quantity of Works	Price (USD)
1.	.....		
2.	.....		
3.	.....		
4.	..			
...	Etc.			
	Total price of Sub-activities carried forward to the Priced Activity Schedule, Page ____			

Note: The Bidder may add rows based on his activity and sub-activity.

Activity 2:

.....
 Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xi) (d)

{Ref: ITB Clause 22.7(2)(i)(c)}

Technical Bid: Deviations from Proposed Master Plan

All deviations from Proposed Master Plan / Technical Specifications shall be filled in by the Bidder clause by clause in this Annexure. If deviations are discussed in the letter of bid, then reference to the letter shall be made below:

Item (or Clause as per Master Plan)	Specification No.	Letter of Bid Item	Deviation
1	2	3	4

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications of the Proposal.

Signature _____
Name _____
Designation _____
Company _____
Date _____



FORM (xi) (e)

{Ref: ITB Clause 22.7(2)(iii)(a)}

Technical Bid: Proposed Implementation Schedule

The Bidder shall submit the following along with the Bid in sufficient details for the concession period of 50 Years.

1.0 Works Methodology

The bidder shall submit a works methodology comprising a write up with technical particulars indicating the method of Construction, Operation and Maintenance.

2.0 Implementation Schedule

This shall consist of a detailed bar chart showing completion of various components of Work and phasing, if any. The bar chart shall indicate the start and completion of activities related to the Project components. The entire works have to be completed as mentioned below:

- a) Basic Infrastructure (Compulsory) - 4 years;

3.0 Operation Schedule

This schedule will consist of the procedures and practices to be followed in keeping the facility working and the processes followed for all operations.

4.0 Maintenance Schedule

Maintenance Schedules would contain O&M procedures for civil works, mechanical and instrumentation, plant and equipment employed.

Signature _____
Name _____
Designation _____
Company _____
Date _____



**Part C: Financial Proposal Form
Form (xii) (a)**

{Ref: ITB Clause 23.4}

Letter of Bid- Financial Proposal

Director General (Planning & Development)
Bangladesh Economic Zones Authority
Biniyog Bhaban, Level – 9
E-6/B West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh.

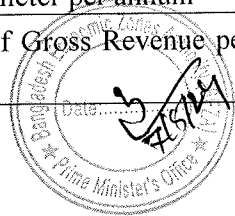
Subject: Submission of Financial Proposal for Development of NAF Tourism Park at Teknaf, Cox's Bazar, Bangladesh.

Dear Sir,

As a part of the Bid for Design, Build, Finance, Operate and Transfer (DBFOT) of NAF Tourism Park, we hereby make the following Price offer to the Bangladesh Economic Zones Authority for Concession Period of 50 years (including Design- Build period).

Financial Proposal:

Sl.	Particulars	Amount/ Percentage (%) in Figure	Amount/ Percentage (%) in Words
1.	Projected Capital Investment, Operational Cost, Revenue		
	a) Projected Capital Investment	..... Million USD	..... Million USD
	b) Operational Cost in % of Revenue	..... %	..... Percent
	c) Revenue	..... Million USD	..... Million USD
2.	Projected Source Of Financing		
	Equity as Source Of Financing in % of total Revenue	..... %	..... Percent
3.	Internal Rate of Return (IRR)	..... %	..... Percent
4.	Payments and Return to the Authority		
	a. Onetime/ Upfront Payment as Land Premium	..... Million USD	..... Million USD
	b. Lease rent on land per square meter per annum	..... USD	..... USD
	c. Share of Gross Revenue per annum	..... %	..... Percent



	d) Price escalation on land rent every after three years % Percent
--	--	---------	---------------

Note: Share of gross revenue must be supported by audited financial statement and balance sheet every year.

We agree to bind by this offer if we are the selected bidder.

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xii) (b)

{Ref: ITB Clause 23.1(a)}

Projected Capital Investment

(Value in USD)

SI	Particulars	Local	Foreign	Total Cost
1.	Land Development			
2.	Building & Civil Construction			
3.	Machinery & Equipment's			
4.	.....		
5.				
6.				
7.				
Total Fixed Cost of the Project				
Working Capital				
Total Project Cost				

Note: The bidder may add rows, if necessary.

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xii)(c)

{Ref: ITB Clause 23.1(b)}

Operation Cost Schedule

(Value in USD)

Sl	Particulars	1 st Year	2 nd Year	15 th Year	Total	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
							Total	

Note: The bidder may add rows, if necessary.

% of operational cost with respect to total revenue: %

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xii)(d)

{Ref: ITB Clause 23.1(c)}

Projected Revenue Estimate

(Value in USD)

Sl	Particulars	1 st Year	2 nd Year	15 th Year	Total
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
Total							

Note: The bidder may add rows, if necessary.

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xii)(e)

{Ref: ITB Clause 23.2}

Source of Financing

(Value in USD)

Sl	Particulars	Equity	Finance from Bank & FIs	Total Amount
1.	Land Development			
2.	Building & Civil Construction			
3.	Machinery & Equipment's			
4.	.....		
Total Fixed Cost of the Project				
Working Capital				
Total				

Note: 1. The Bidder shall submit necessary supporting document for financing from Financial Institutions (i.e. Credit Commitment).

1. Bidder must enclose audited balance sheet along with respective forms.
2. Note: The bidder may add rows, if necessary.

% of equity with respect to total Financing: %

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xii)(f)

{Ref: ITB Clause 23.3}

Projected Depreciation on Fixed Assets

(Value in USD)

Sl	Particulars of Fixed Assets	1 st Year	2 nd Year	15 th Year
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						

Note: The bidder may add rows, if necessary.

Signature _____
Name _____
Designation _____
Company _____
Date _____



FORM (xii)(g)

{Ref: ITB Clause 23.3}

Projected Balance Sheet

(Value in USD)

Sl	Particulars	1 st Year	2 nd Year	.....	.....	15 th Year
1.	Assets:					
2.	Currents Assets					
3.	Cash					
4.	Net Working Capital					
5.	Total Current Assets					
6.	Total Long Term Assets					
7.	Totals Assets					
8.	Liability and Owner's Equity					
9.	Currents Liabilities					
10.						
11.						
12.						
13.						
14.						
15.						

Note: The bidder may add rows, if necessary.

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



FORM (xii)(h)

{Ref: ITB Clause 23.3}

Projected Cash Flow Statement

Particulars	Value in USD				
	1 st Year	2 nd Year	15 th Year
Source Of Income					
Profit after Tax					
Depreciation					
Share Capital					
Long Term Debt					
Other Long-term Source					
Others (To be specified)					
Sub-Total (A)					
Application Of Fund					
Capital Expenditure					
Repayment of Long-term Loan					
Repayment of Long-term Source					
Dividend Payment					
Others (To be specified)					
Sub-Total (B)					
Opening Cash balance (C)					
Surplus/ Deficit (A) - (B)					
Closing Cash Balance E = (C)+(D)					

Note: The bidder may add rows, if necessary.

Signature _____

Name _____

Designation _____

Company _____

Date _____



FORM (xii) (i)

{Ref: ITB Clause 23.3}

Project IRR (Post Tax)

Particulars	Construction Period (Year)	Value in USD	Operating Period (Year)	Value in USD
Outflow				
Capital Expenditure as per Cash Flow				
Others, to be specified as per Cash flow				
Sub-total (i)				
Inflows				
Profit after Tax (As per P&L)				
Interest & other Finance Charges (AS per P&L)				
Depreciation (As per P&L)				
Other Non-cash Charges (As per P&L)				
Sub-total (ii)				
Project IRR				

Note: The bidder may add rows, if necessary.

Signature _____
 Name _____
 Designation _____
 Company _____
 Date _____



Part D: Contract Form

Form (xiii)

{Ref: ITB Clause 60.1}

Performance Security (Bank Guarantee)

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary:

Date:

[Name and Address of Authority]

PERFORMANCE SECURITY NO.: _____

We have been informed that _____ *[name of Bidder]* (hereinafter called —the Bidder) has been notified and awarded Letter of Award to develop/operate Naf Tourism Park (TP) on Design Build Operate and Transfer (DBFOT) basis. Letter of Award no..... dated _____ issued by you, concerning a Developer Agreement to design, build, finance, operate and transfer the Tourism Park (TP) in Teknaf, Cox's Bazar, Bangladesh (hereinafter called —the Developer Agreement).

Furthermore, we understand that, according to the conditions of the Developer Agreement, a performance Security is required.

At the request of the Bidder, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Developer Agreement is in breach of its obligations under the Developer Agreement, without your needing to prove or to show grounds for your demand or the sum specified therein.

This Security shall be valid until 60 (sixty) days beyond the intended completion date.

Consequently, any demand for payment under this Security must be received by us at this office beyond the intended completion date for Design Build Services.

SEALED with the Common Seal of the said

Bank this day of, *[Year]*.

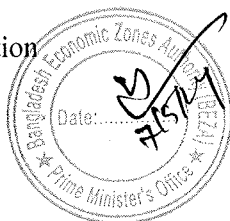
WITNESSES/Notarized SIGNATURE OF THE BANK

(signature, name and address)

SEAL

Name

Designation



PART II



Section -6: Development Brief & Technical Specifications

A. Project Information

1. Project Overview
- 1.1 The site of the proposed tourism park on NAF Island is located in the south east of Cox's Bazar District in the area of Teknaf Upazila. Forming the most southern part of the Teknaf Peninsula, Teknaf Upazila covers an area of 388.66 km² and has a population of approximately 264,389 heads. Teknaf center is located towards the south-west of the island at a direct distance of approximately 6 km. Respective air-line distances to Cox's Bazar, Chittagong and Dhaka are approximately 62 km, 167 km and 372 km respectively. Major international centers located in the region include Kolkata, India at approximately 450km, Yangon, Myanmar at approximately 610km and Bangkok, Thailand at approximately 1,180km direct distance.
- 1.2 With no fixed link between NAF Island and the mainland, the site of the proposed tourism park is currently only accessible by boat or ferry. Teknaf Port as the nearest mainland access point is located straight opposite the south-eastern part of the island at a direct distance of just about 200 m and houses a station of the Bangladesh Coast Guard. The local ferry dock of Keari Sindbad located opposite the northern part of the island serves as the port of departure for regular ferry service to St. Martins Island. Both sites have reasonable road access and can easily be reached from the district Headquarter of Cox's Bazar in the north and Teknaf center just a few kilometers to the south.

Site for NAF Tourism Park



2. Project Component 2.1 The master plan & area statement of Naf Tourism Park (<https://beza.gov.bd/wp-content/uploads/2021/04/Master-Plan-of-Naf-Tourism-Park.pdf>) is conceptual in nature, the developer shall make his own assumption for distribution of area and as per the guidelines as provided in the BEZA Act, 2010 and Bangladesh Economic Zones (Construction of Building) Rules,2017.
3. Zoning Plan 3.1 Zoning plan should be prepared by the developer following the Bangladesh Economic Zones (Construction of Buildings) rules 2017 (link: https://www.dpp.gov.bd/upload_file/gazettes/20532_87741.pdf)
4. Transport & Communication 4.1 Proposed Naf tourism park is an isolated island. Necessary outline of the transport communication is available in the prefeasibility report of Naf Tourism Park (Jaliardip) at (<https://beza.gov.bd/wp-content/uploads/2017/03/Final-Prefeasibility-Study-Report-Jaliardip-Naf-Tourism-Park.pdf>). However, Developer shall make is own assumption befitting their Master Plan in the Proposal.
5. Utilities 5.1 The information about the existing utility facility can be found in the prefeasibility report at (<https://beza.gov.bd/wp-content/uploads/2017/03/Final-Prefeasibility-Study-Report-Jaliardip-Naf-Tourism-Park.pdf>).

B. Development Brief & Technical Specifications

6. Scope of Work 6.1 The Developer's responsibility includes all activities that are required to be undertaken, in order to comply with the service levels and performance criteria indicated in RFP document. The facilities would need to be designed in accordance with the standard Technical Specifications and Good Practices.
- 6.2 The Developer shall Design, Build, Finance, Operation & Maintenance (during the concession period) and Transfer. (DBFOT). Salient features of the Project are the following ones:
- a) Designing, including preparation of Master plan (as per prevailing development norms of BEZA Act and other applicable rules/regulations of Bangladesh. Also obtain the necessary approvals as required for project from various Government departments including, Environmental clearance, BEZA approval, etc. The developer can find the master plan of Naf TP at (<https://beza.gov.bd/wp-content/uploads/2021/04/Master-Plan-of-Naf-Tourism-Park.pdf>). The developer can prepare the master plan with its own discretions. The master plan and scope of works would be finalized during negotiations.



- b) Developer should propose necessary On site and Off site Infrastructures to facilitate all necessary services that they intend to offer in their Proposal. However, Developer may take note of the information available in the Pre-Feasibility study carried out by the BEZA which is available at the link (<https://beza.gov.bd/wp-content/uploads/2017/03/Final-Prefeasibility-Study-Report-Jaliardwip-Naf-Tourism-Park.pdf>)

Off-site & Structural Development of NAF Island to be completed by Link Project (*Indicative items of works which will be finalized after preparation of master plan by the Developer*)

Sl No.	Description of Works
1.	Electrical external connectivity 33 KV line with 33/11 KV
2.	Telecommunication Connectivity

Basic Infrastructures to be developed by the Developer

Sl No.	Description of Works
1.	Site Development
2.	River Bank Protection
3.	Construction boundary wall
4.	Administrative Building, Fire Station, BGB Stations
5.	Jetty
6.	Internal Infrastructures and utilities (Road, STP, WTP, Electric line etc.)

Prospective Infrastructure developed by the Operator/ Future Investor (*Indicative items of works which will be finalized after preparation of master plan by the Developer*)

Sl No.	Description of Works
1.	Commercial Complex
2.	Health Care Center
3.	Landscaping
4.	Residential Accommodation
5.	Hotel, Guest House, Eco-Cottage
6.	Amusement Park, Aqua Park, Children Park, Fun Lake
7.	Open Restaurant
8.	Swimming Pool
9.	Cable car including station, lift etc.

- 6.3 The Bidders are encouraged to visit and examine the site of the proposed Tourism Park and obtain all information that may be necessary for preparing the Proposal. The Bidder shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if the Bidder submits a Proposal for this project.



7. Basic Infrastructures (Mandatory Physical Infrastructure)

7.1 Site Development

For the infrastructural construction and necessary protection against the tide and other natural calamities, the developer has to conduct the land development work. As per the pre-feasibility report of Naf Tourism Park, the level that has to be maintained with respect to the present level is +2.85m (PWD). BEZA has already completed 50% of the site development work. As per the calculation of 2021, the amount of filling needed to maintain the required level of +2.85m (PWD) is .709 million cubic meter (m³). Before starting the dredging, the developer has to conduct necessary survey for availability of sand. For the sand filling the Developer shall commence dredging at least 1 km away from the water line towards the sea/river.

7.2 River Bank Protection

River Bank Protection shall be planned, designed and implemented as per the best engineering practices. The Naf TP is situated on Jaliardip Island, very close to the eastern coast of Teknaf Peninsula in the very south-east of Bangladesh. The entire site is prone to flood and water logging. Necessary filling with suitable protection structures would need to be carried out.

Again for protection against surge, an embankment has to be provided to the minimum top level 2.571 m + 4.5 m = 7.071 m PWD. Top width is considered as 3.00 m, a country side slope of 1:2 is considered, and a river side slope of 1:5 is proposed with CC block protection works. Station number for HFL at Naf River is SW 316 as per station map of the Bangladesh Water Development Board. Actual HFL shall be collected from BWDB for the station SW 316 (Bangladesh Water Development Board) for further study or for detailed design.

7.3 Administrative Building, Fire Station, BGB Station

- a) Administrative Building: The developer has to construct an Administrative Building along with necessary facilities for vertical extension in future with a capacity to accommodate 20-25 officer of BEZA.
- b) Fire Station: Fire Station has to be constructed in accordance with the applicable rules of Bangladesh Fire Service & Civil Defense (FSCD)
- c) BGB Station: BGB Station has to be constructed in accordance with the applicable rules of Border Guard of Bangladesh (BGB)

7.4 Jetty

NAF Tourism Park will be accessible primarily through construction of multipurpose jetty. The jetty will serve regular movement of tourists from the mainland to park through regular ferry service. The jetty will also serve the purpose of operating River cruise, Glass bottom boat and even Yacht.

7.5 Internal Infrastructure and Utilities

- a) Road Network: Road network inside the tourism park should be adequate to have congestion free circulation. Minimum two-lane road should be provided within the park. Footpath to be provided along



both sides of major arterial roads. Adequate width and gradient as per EZ Construction Rules 2017 specification should be provided while connecting to outside main road. Proper signages, divider, road, furniture shall be provided.

- b) **Storm Water Drains:** Storm water drains shall be planned, designed and implemented as per the best engineering practices. Storm water drains, of open rectangular section, to be provided on both sides of the road as per the best engineering practices so that storm water is canalized to the natural streams or rain water harvesting / reservoir. For the access to individual area, it is essential to provide the well design (structurally) slab cover over storm water drain for vehicular traffic. A rain water harvesting system may also be added to supplement the water demand.

c) **Water Supply System:**

There is no existing water supply system at the proposed site and within Teknaf town. The local inhabitants are dependent on shallow tube wells for the purpose of drinking water. The depth of shallow tube wells is about 20 m. However, on average only one of ten tube wells produce fresh water, while the great majority of wells hit salt water. Again, the bank of the river is on the hill side. Installation of deep tube wells may not be possible due to stone underground. In the bank of the river, the Port Authority stores spring water in a big pond for drinking purposes. This indicates that deep wells may not be installed as source of drinkable water. Preliminary assessment therefore suggests that the water requirement could be met by extracting water from the Naf River through a water purification plant.

Water supply system for the entire park area shall be provided by the developer as per the demand, based on best engineering practices, with centralized system and water meters. Water Supply line and sewerage line should be separate to avoid mixing. Rising main for pure water bulk supply to be laid from source or water treatment plant to proposed park site. Domestic and institutional, fire, gardening and other essential demand shall be taken into account. The Developer shall provide storage, distribution network, metering.

- d) **Wastewater Collection & Treatment:** Wastewater Collection and



Treatment system as per the expected demand & WASA manual and other guidelines should be implemented so that wastewater from various sources gets collected by gravity. Wastewater collection system may require collecting the wastewater, treating it and recycling it for gardening or other appropriate purposes. Separate distribution lines shall be provided for distribution of tertiary treated wastewater in park for gardening and/or domestic usage.

- e) **Solid Waste Management:** Solid waste generated in the park will be predominantly of organic nature; in small proportion inorganic solid waste would also be there. Solid Waste Terminal Station shall be provided to collect, segregate the waste, which will be eventually transported to the landfill site to be developed as per the Department of Environment (DoE) guide lines. However, organic waste shall be segregated at terminal station and Vermi-composting/ scientific disposal arrangement has to be made at the demarcated area within Park premises.

- f) **Electrical Power System:**

The nearest substation to the proposed TP is Teknaf substation having a capacity of 10 Mega Volt Amperes (MVA). According to information from Rural Electrification Board (REB) officials, this substation has present maximum available capacity for Naf TP of 5 MVA in daytime and 1.5 MVA at night. Connection may be taken from the nearby substation. A grid substation of 132/33 KV is available at a distance of 80km in Cox's Bazar. A 33 KV line is passing along the road which is located within 0.5km from the proposed TP. For a full operation of NAF Island, this limited electricity supply will not be sufficient, whereas the Government guarantees uninterrupted future supply. A 1,320 megawatt (MW) coal-fired thermal-power generation unit is earmarked to be set up in Matarbari, north of Cox's Bazar. Wind energy has also made some inroads but its potential is mainly limited to coastal areas, and offshore islands with strong wind regimes. These coastal settings afford good opportunities for wind- powered pumping and electricity generation. Electrical Power system for the entire tourism park shall be provided. Transmission line for HT supply to be erected from Teknaf area substation to proposed sub-station at park site. Sub-station, transformers, Overhead Electrical cabling for HT/ LT lines, feeders, provision for consumer connection point, street lights, Hi-mast at rotaries/ square, control and management system shall be provided. Renewable Energy such as Solar power may be generated and used as far as possible.

- g) **Fire Fighting:** Firefighting system for the park should be provided as per the Bangladesh Fire Safety Standards subject to approval of Bangladesh Civil Defense and Fire Service Department.



- h) Area Management System: Area Management system shall be provided as per standard specifications including Building Management System, Closed Circuit Television System, Access control System, Public Address System, LAN/ Telephone Networking, Access Control and Metal Detectors at Main Entries of Administrative buildings/ controlled areas.

8. Prospective Infrastructures in NAF TP by the Developer

The Developer shall construct the necessary prospective infrastructure to enhance the business potential of tourism park. the prospective infrastructures are (not limited to):

- 8.1 **Commercial Complex**
Commercial complex may be built by the developer as prospective infrastructure for attracting the tourists. Custom Bonded Commissariat will be opened to provide duty-free items to the tourists.
- 8.2 **Health Care Complex**
As there will be a movement of various equipment and crowd, a health care complex for the safety of the upcoming tourist is necessary and it should be built as per the international practice.
- 8.3 **Residential Accommodation**
Motel or Resort type accommodation will be built inside NAF Island for dwelling purpose of enthusiastic travelers.
- 8.4 **Adventure Park, Miniature & Water Golf**
Tourist will be provided Adventure Park & miniature Water Golf inside the Park.
- 8.5 **Aqua Park and Water Fun**
Aqua Park and Water Fun around the Island are planned to installed to cater tourists' demand.
- 8.6 **Cable Car and Roller Coaster**
The first section offers a cable car ride over more than 3 km length. This would take around 15 minutes. The second section would be operated from the island strait up to the mountains of the Wildlife Sanctuary. Roller-coaster from the Teknaf Wildlife Sanctuary stop down to NAF Amazing Island; Which will also add extra amusement to the tourists. The cable car may be constructed from Ne-Taung Hill to Naf Tourism Park (9.5km) which is situated at Teknaf. The location of the proposed cable car is non-negotiable. The bidder can find The Feasibility Study of Cable Car at Naf Tourism park at https://beza.gov.bd/wp-content/uploads/2024/01/Feasibility-Study_Cable-Car-at-Naf-Tourism-Park.pdf
The bidder can find The Environmental Impact Assessment of Cable Car at Naf Tourism park at <https://beza.gov.bd/wp-content/uploads/2024/01/Final-EIA-report-Cable-Car-Teknaf-19.10.23.pdf>



- 8.7 **Wild life Sanctuary**
Cable-car connection to NAF island – Teknaf Highway and further on into the Teknaf Wildlife Sanctuary.
- 8.8 **Glass-Bottom Boat and River Cruise**
Sailing on NAF River would be most attractive adventure trip for the park user.
- 8.9 **Scuba Diving**
Scuba Diving is most attractive event to the adventurers. The channel is distant of 10 kilometers from NAF Tourism Park to Saint Martin’s Island where various species of flora and fauna that inhabit the waters are available. Under the surface, tourists may admire many species: lobster, turtles, sponges, sea fans, elkhorn coral, queen conch, fish with sparkling colors: groupers, surgeon fish, Spanish hogfish and a number of wrecks that have become the home of many fish.

9. Development Guidelines

- 9.1 **Information to Bidders for Project Planning and Design**
The Development Guidelines are provided in this section. The Developer shall follow the Bangladesh Economic Zones (Construction of Buildings) rules 2017 available at (link: https://www.dpp.gov.bd/upload_file/gazettes/20532_87741.pdf)
- a) Indicative Master Plan giving land use pattern and placement of amenities common facilities and residential facilities is provided in this Section. The bidder can find indicative master plan at <https://beza.gov.bd/wp-content/uploads/2021/04/Master-Plan-of-Naf-Tourism-Park.pdf>
- b) **Topographical Surveys:** Topographical surveys comprising level, contour and salient physical feature of the site has to be carried out by the developer at his own cost and risk.
- c) **Geo-Technical Investigations:** Soil characteristics, safe bearing capacity and level of ground water table are to be carried by the selected bidder at his own cost and risk.
- d) **Technical Specifications:** It would be developer’s responsibility to ensure that the facilities are adequately provided according to applicable standards. But the developer has to follow design guidelines and codes of BNBC, BEZA construction rules and any other rules as applicable.

9.2 **Environmental and Social Management Plan for Construction period**

Preferred Bidder shall provide complete information, documentation and other information as mentioned below prior to commencement of work and obtain the requisite approvals from competent authority as per the provisions of Bangladesh Environment Conservation Act, 1995 and Bangladesh Environment Conservation rules, 2023.

The bidder can find The Environmental Impact Assessment Of Naf Tourism park available at <https://beza.gov.bd/wp-content/uploads/2021/04/5.-EIA-of-Jailardweep.pdf>



Section -7: Environmental and Social Management Plan

Environment Social Management Plan and Monitoring Guideline

1.1 Introduction

This section outlines the suggestive mitigation measures, monitoring and management responsibilities during the construction, and operational phases of the project from the approved EIA report by the Department of Environment following which the bidder shall prepare and submit the ESMP based on the Technical proposal. The purpose of this ESMP guideline is to:

- List all suggested mitigation measures and control technologies, safeguards identified on generic understanding of the impacts;
- Provide an institutional mechanism with well-defined roles and responsibilities for ensuring that measures identified in EIA designed to mitigate potentially adverse impacts, are implemented;
- Provide project monitoring program for effective implementation of the mitigation measures and ascertain efficacy of the environmental management and risk control systems in place; and
- Assist in ensuring compliance with all relevant legislations at local, national and international level for the Project.

The ESMP will reduce adverse environmental impacts and help the developer in complying with environmental standards and regulations of the Department of Environment, Bangladesh. The developer would require to follow any relevant local, national and international policy, acts and rules for preparing and implementing the ESMP. During the construction and operation of the tourism park, the developer will engage specialized third party accredited environmental monitoring firm/lab for any kind of testing and implementing the ESMP and other ES instruments. The cost of implementing environment and social management plan including monitoring of all parameters as mentioned in the monitoring plan shall be borne by the developer as mentioned in the RFP.

1.2 Mitigation Plan

1.2.1 Preconstruction Operations

Trees lost during land clearance: There are many trees in the site area. Developer should make lay out plan such that cutting of maximum number of trees is avoided. To compensate the cutting of trees, plantation activity shall be planned. The plantation should be more than twice the number of trees cut in the site. The types of trees to be planted should be similar trees which are existing on the site at present. The tree plantation should be followed by maintaining for at least 3 years.

Disposal of debris resulting from tree cutting will also pose problem. BEZA has to obtain permission to fell trees from appropriate authorities. The Developer has to auction the felled trees and clear the debris.

Cut and fill operations: It has been proposed to carry out landfilling with dredged material from the adjacent rivers. Since sand is used in construction industry and has economic value, Developer should carry out a cost benefit analysis between dredged material and outside filling material before finalizing on dredged material.

In case of the dredged material is used for filling, ships will carry the dredged material to the site area. In any case, the following general measures may be adopted:

- In both cases, shortest possible route should be selected for transporting the material and densely populated settlements may be bypassed as far as practicable.
- If the material is dusty the containers should be covered



• The trucks used for transportation should meet exhaust (Schedule 6 – ‘Standards for Emission from Motor’ of The Environment Conservation Rules 1997 (Amended 2002); and noise emission standards as per Schedule 5 –

‘Standards for sound originating from Motor Vehicles or Mechanized Vessels’ of The Environment Conservation Rules 1997 (Amended 2002).

• To avoid fugitive dust, water may be sprayed at the places where vehicles are moving

The exposed soil after cut and fill operation in the site may pose soil erosion danger. The run off through exposed soil may increase suspended solid levels in adjacent Naf River. The cut surface which is not covered with construction is expected to be naturally stabilized over time. However, to reduce short term impacts, hard grass may be grown on the cut surfaces.

1.2.2 Construction Activity

The following are the major construction activities:

- Construction of embankment along the river
- Construction of Hanging Bridge
- Construction of administrative building
- Bore holes and pumping station
- Construction of power lines and substation
- Solid Waste management facility
- Construction of Cable Car System

Air Environment

Major sources of air and noise pollution are already mentioned in Impact Assessment Section. The above activities, vehicles transporting men and materials to and from construction sites, and movement of construction equipment will cause gaseous emissions which include PM10, PM2.5, CO, HC, NOx, and lead/ benzene.

To mitigate the foreseen impacts, BEZA will ensure through construction Developers, as well as sub-Developers, execute construction activities in accordance with environmental management plan. Furthermore, such impacts would be perceived during only construction period which is temporary. Having implemented the EMP during the project construction and being supervised by BEZA/ Developer personnel, would minimize the emissions.

These impacts can be minimized by proper planning and by adopting simple steps. The fugitive dust emission can be minimized by spraying water. BEZA should insist the construction Developer to use standard equipment which meet exhaust and noise standards (Schedule 5 and 6 of The Environment Conservation Rules 1997, amended 2002, 2010); generator (DG set) exhaust and noise standards; and other construction equipment standards such as US Federal Highway Administration Standards or any relevant standards.

For trucks and other vehicles, insist truck operators who are operating on access roads and also entering TP to carry out regular maintenance and engine tuning. Insist the drivers to show truck servicing records at the entry gate. Take appropriate action if the vehicle is not maintained reasonably long time.



Noise Environment

The potential for construction noise impact varies by location and land use. Rural and residential areas surround the present construction sites. Noise impact from nighttime construction would be much more extensive, which emphasizes the importance of avoiding nighttime construction which is noise generating near residential areas. Thus, noise generating operations should be planned only during day time.

To deal with noise exposure by construction workers in construction site, pocket guide by OSHA is helpful. The following noise reduction measures are suggested in the pocket guide.

Reduce It: Reduce the noise by using the quietest equipment available. For example, choose a smaller, quieter generator.

Move It: Move the equipment farther away with the use of extension cords, additional welding leads, and air hoses. Noise levels go down as we increase our distance from a noisy object. Move the generator (example) farther away or face it in a direction that is away from where most people are working. If you are not required to be in a high noise area, move to a quieter area.

Block It: Block the noise by building temporary barriers of plywood or other on-site materials to keep the noise from reaching workers. Place a five-sided, oversized wooden box over the generator. Add fire-resistant acoustical absorbing material (foam) inside the box. If the generator sits on soil or sand, that will help absorb some of the noise.

The following are the further measures to reduce noise exposure. Proper maintenance of equipment and tools can result in lower noise levels. Changing seals, lubricating parts, using sharp blades and bits, installing mufflers, and replacing faulty or worn equipment or parts can reduce the noise levels significantly on the job site.

Standards for Sound Originating from Motor vehicles or Mechanized Vessels – Schedule 5 of The Environment Conservation Rules 1997		
Motor vehicles (all types)	85 dB(A)	As measured at a distance of 7.5 mtrs from exhaust pipe
	100 dB (A)	As measured at a distance of 0.5 mtrs from exhaust pipe
Mechanized Vessels	85 dB(A)	As measured at a distance of 7.5 mtrs from vessel which is not in motion, not loaded and is at two thirds of its maximum rotating speed
	100 dB (A)	As measured at a distance of 7.5 mtrs from vessel which is in the same condition as

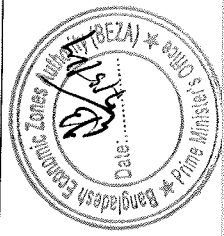
At individual worker level, the construction Developer should be insisted to provide earmuffs to the workers exposed to high noise levels.



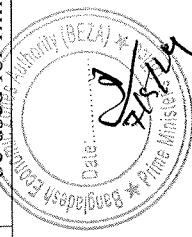
The following table gives general mitigation measures:

Table 7.1: Environmental Impacts and Mitigation Plan for site preparation, embankment and construction of Administration Building

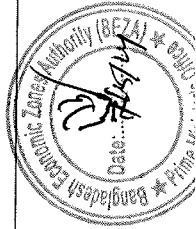
Impact	Mitigation Measures	Time Frame	Implementation of Mitigation Measures	Supervision & Monitoring
Removal of Vegetation	<ul style="list-style-type: none"> When clearing the site, care shall be taken to keep vegetation clearing at a minimum <p>Removal of as little vegetation as possible during the development and re-vegetation of bare areas after the project.</p>	Pre-construction phase	Developer	BEZA/PMC
Setting up construction camps/labor camps	<ul style="list-style-type: none"> The construction camps should be constructed on the land side, at least 500 m distance from habitations from the nearest settlements to avoid conflicts and stress over the infrastructure facilities with the local community. Location for stockyards for construction materials will be identified at least 1 km from water sources The living accommodation and ancillary facilities for labor shall be erected and maintained to standards and scales approved by the resident engineer All sites used for camps will be adequately drained. There should not be any risk of periodic flooding, nor located within 300 feet of pools, sink holes or other surface collections of water <p>The camps will be located such</p>	Pre-construction phase	Developer	BEZA/PMC
Landfilling	<ul style="list-style-type: none"> Residential facility or sensitive facilities like hospitals, schools etc shall not be located in downwind direction of the identified sites for getting landfilling material. The soil used for landfilling should have similar characteristics to the native soil and free of any type of contamination. <p>In case of dredging activity for landfilling purposes:</p> <ul style="list-style-type: none"> Dredging should not impact natural drainage courses Dredging sites should be located away from sensitive locations Permission from concerned local body should be taken before finalizing the location 	During Construction	Developer	BEZA/PMC



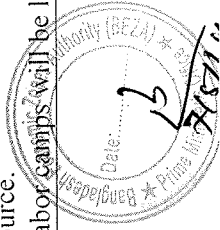
<p>Soil Erosion and Sedimentation control</p>	<ul style="list-style-type: none"> • Magnitude and frequency of dredging activity should be monitored to avoid impacts on the natural drainage • Prior to dredging activity, analyze the soil sample to prevent impacts on the receiving environment as a result of mismatch in soil characteristics; • During dredging activity, physical barriers such as silt screen/ curtains should be employed to prevent the spread of suspended sediments; • Maintain the extent of the turbidity plumes close to the dredging and disposal areas to minimize impacts on marine fauna habitat; • Visually inspect for any marine life and terrestrial organisms and stop dredging activity in case of any organism in the vicinity; • Monitoring should be done continuously during dredging to observe impacts on the marine life and in case of visible impacts, stop the dredging activity; <p>Dredging should be carried out during day time to minimize impacts on marine life.</p> <ul style="list-style-type: none"> • Developer should plan the activities so that no loose earth surface is left out before the onset of monsoon. • Top soil along the road side should be stripped and kept under covered shed for plantation • After the construction activity is over, top soil will be utilized for landscaping activity. • Turfing of low embankments and plantation of grasses and shrubs should be done in slope stabilization. • Soil erosion checking measures as the formation of sediment basins, slope drains, etc, should be carried out. • Do not disturb mangroves at the site periphery • Minimize tree and vegetation destruction <p>Stockpiling should be done in the opposite of wind direction</p> <ul style="list-style-type: none"> • Waste from construction camp should be segregated at site. The waste should be disposed to authorized vendors • Dustbins should be provided at the site and construction camps to prevent littering of waste • Storage area of minimum 2 days should be provided at construction camp for storage of the waste generated from labor camps • Construction debris should also be segregated at the site. This debris should be used for filling to the extent possible. 	<p>During Construction</p>	<p>Developer</p>	<p>BEZA/PMC</p>
<p>Disposal of Debris and any waste generated</p>	<p>Waste from construction camp should be segregated at site. The waste should be disposed to authorized vendors</p> <p>Dustbins should be provided at the site and construction camps to prevent littering of waste</p> <p>Storage area of minimum 2 days should be provided at construction camp for storage of the waste generated from labor camps</p> <p>Construction debris should also be segregated at the site. This debris should be used for filling to the extent possible.</p>	<p>During Construction</p>	<p>Developer</p>	<p>BEZA/PMC</p>



	<ul style="list-style-type: none"> All arrangement for transportation during construction including provision, maintenance, dismantling and clearing debris, where necessary will be considered incidental. Construction debris should be stored under covered sheds on paved surfaces to prevent leaching Any hazardous waste generated during construction activity shall be stored at designated place and then disposed through the TSDF using high temperature incineration or any other chemical, thermal, biological, and physical methods. Chemical methods include ion exchange, precipitation, oxidation and reduction, and neutralization. <p>Utmost care shall be taken to ensure safe collection, transport and disposal of construction waste and debris.</p>			
<p>Dust Generation</p>	<ul style="list-style-type: none"> Compaction of prepared site to restrain the fugitive emissions. Water should be sprayed in the cement and earth mixing sites as well as after compaction. In high dust areas, workers should be provided and encouraged to use masks. Regular maintenance, servicing of the vehicles and periodic emission check for equipment and machinery would be carried out in conformity with Schedule 6 – Standards for Emission from Motor of The Environment Conservation Rules 1997 (Amended 2002); Water will be sprayed on the haul road. All the vehicles entering the project site will be checked for Pollution-Under-Control Certificates. <p>Air quality monitoring to be carried out during construction phase to check the pollutants level in the air</p>	<p>During Construction</p>	<p>Developer</p>	<p>BEZA/PMC</p>
<p>Procurement & Setting up of Crushers, Hot-mix plants, other Vehicles, Equipment and</p>	<ul style="list-style-type: none"> Specifications of crushers, hot mix plants and batching plants, other Construction Vehicles, Equipment and Machinery to be procured should comply to the DoE Standards/ norms Adequate stack height and emission control devices such as bag house filters, cyclone separators, water scrubbers etc., should be attached Impervious platform for storage of bituminous and other liquid hazardous chemical 	<p>Pre-Construction</p>	<p>Developer</p>	<p>BEZA/PMC</p>



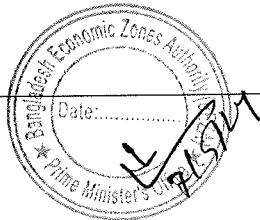
Machinery	<ul style="list-style-type: none"> • Pollution control measures for Diesel Generator (DG) set i.e. stack height (calculated by $H = h + 0.2 * \text{Sqrt}(kVA)$ where h = height of building where generator set is installed and kVA is total generator capacity), acoustic enclosure etc. should be ensured • Provision of readily available first aid kit, firefighting equipment at the plant site at appropriate location to respond in case of accident. <p>Periodical monitoring of air quality and noise levels as per conditions stipulated under the statutory clearance from DoE. Whenever the emission exceeds the permissible level the plants should be stopped and necessary repairing works of faults should be done to bring down the emission levels.</p>		
Contamination of soil	<ul style="list-style-type: none"> • Impervious platform and oil and grease trap for collection of spillage from construction equipment vehicle maintenance platform will be appropriately provided at construction camp, servicing area and liquid fuel and lubes at storage areas. • Proper management of waste from labor camps and construction site; • Proper disposal of wastewater generated from labor camp and construction site • Car washing / workshops near water bodies will be avoided. • Avoid excavation during monsoon season • Loosened soil will be stabilized by Developer through landscaping and developing vegetation, wherever possible, once construction activity is completed at any site. • Sanitation facility with septic tank followed by soak pit will be developed. Common toilets will be constructed on site during construction phase and the waste water would be channelized to the septic tanks and soak pits in order to prevent waste water to enter into the water bodies. • Provision of oil & grease traps upstream of storm water drains <p>Surface run off due to construction activity will not be discharged in open without treatment.</p>	During Construction	Developer BEZA/PMC
Loss of water bodies/ surface / ground	<ul style="list-style-type: none"> • No excavation from the bund of the water bodies. • No earth will be excavated for development of any off-site facility • No debris disposal near any water body. • Prior written permission from authorities is required for use of water for construction activity. • Construction labors to be restricted from polluting the source or misusing the source. <p>Labor camps will be located away from water bodies.</p>	During construction	Developer BEZA/PMC



Drainage and runoff	<p><input type="checkbox"/> The Developer will always clear all the cross drainage structures and natural drainage before onset of monsoon in order to keep all drainage unblocked Earth, stones, wastes and spoils will be properly disposed off, to avoid blockage of any drainage channel.</p> <p><input type="checkbox"/> All necessary precautions will be taken to construct temporary or permanent devices to prevent inundation</p>	During Construction	Developer	BEZA/PMC
fi Noise Vehicles, Plants and Equipment	<ul style="list-style-type: none"> • Construction activities would be carried out in the daytime only. • The construction equipment would be provided with adequate noise control measures and should comply with the noise standards as prescribed by DoE • Regular maintenance of vehicles and equipment would be carried out and corrective action taken in case of any deviation. • Ear muff/ear plug shall be given to the workers working around or operating plant and machinery emitting high noise levels. • DG sets if installed should be provided with acoustic enclosures <p>Labor working in noise prone area should be provided with ear plugs and job rotation should be practiced to prevent the prolonged exposure of any workers to high noise levels</p>	Throughout construction	Developer	BEZA/PMC
Loss or damage to flora and fauna	<ul style="list-style-type: none"> • Vegetation will be removed from the construction zone before commencement of construction. All works will be carried out such that the damage or disruption to flora other than those identified for cutting is minimum. • Only ground cover/shrubs that impinge directly on the permanent works or necessary temporary works will be removed with prior approval from the Environmental Expert. • Trees identified under the project will be cut only after receiving clearance from the Forest Department • Vegetation only with girth of over 30 cm measured at a height of 1.0 m above the ground will be considered as trees and shall be compensated. • Compensatory plantation should be carried out in the ratio of 1:2 minimum • Construction workers will be directed not to disrupt or damage the fauna. • Construction vehicles will run along specified access to avoid accidents to flora and fauna. <p>TP development should be planned in such a way to avoid or minimize tree cutting</p> <ul style="list-style-type: none"> • Twice the nos. of trees to be fell should be planted as compensatory plantation in affected areas to minimize the impact on the ecosystem • No littering of waste should be allowed and waste should not be discharged 	During Construction and Operation Phase	Developer	BEZA/PMC



	<p>in water bodies</p> <ul style="list-style-type: none"> • Avoid construction activities on the periphery of the island • Do not carry out any construction activity during night time • Green buffer of 10 m all around the project site will include most of the native plant species, which will significantly improve the ecology of the area. • Periodic monitoring should be carried out as per the monitoring plan for air, water, noise and soil and ensure that no impact due to project activities. • Tree survival rate should be monitored • Non-native species should not be introduced in the Naf river • Tourist activities should be stopped after sunset. • reduction or banning of over/destructive fishing, extending alternative fishing and rehabilitation and exploitation of mangroves • Cutting of mangrove should be prohibited. Heavy fines should be levied for cutting of mangroves • No use of push nets in mangrove core protection • Limited use of destructive fishing gear in estuarine and near-shore area of the site • The disposal of untreated waste water, oily water from boats or solid waste into the Naf river should be strictly prohibited. <p>The development of TP should not impact the natural characteristic of Naf river both during construction and operation phase.</p>		
Accidents	<ul style="list-style-type: none"> • Safety officer should be appointed at site to ensure all the safety guidelines are being followed at site • Cautionary guidance should be provided at site to aware people about the associated risk with the area. Entry to the fuel storage room or machinery operation room should be restricted only to • Authorized trainer personnel All Accidents shall be reported immediately and incident analysis, preventive measures shall be implemented. <p>Provisions for rescue from the river should be available with the Developer</p>	During Construction/operation	Developer BEZA/PMC
Clearing Construction of Camps Restoration	<ul style="list-style-type: none"> • Developers shall prepare site restoration plans. The plans shall be implemented prior to demobilization. <p>On completion of works, all temporary structures shall be cleared, all rubbish burnt, excreta or other disposal pits or trenches filled in and sealed and the site left clean and tidy.</p>	Post Construction	Developer BEZA/PMC
Occupationa	<ul style="list-style-type: none"> • All construction worker should wear PPEs including safety jacket, helmet, 	During	Developer BEZA/PMC



<p>I Health & Safety Plan</p>	<p>gloves, gum boots, ear plugs, mask while working at the site</p> <ul style="list-style-type: none"> • Workers should be made aware about the health issues related with open defecation • Training to workers should be provided for handling the construction equipment and machinery • Training to the workers should be provided to handle the emergency situations like fire, floods etc. • First aid facility and sufficient nos. of trained personnel should be available at all the time at construction camp • Cautionary signage and notice should be displayed in local language and English at the required places like fuel storage area so that hazards can be avoided. A security guard should be deputed in these areas and entry should be restricted • A register of all toxic chemicals delivered to the site shall be kept and maintained up to date. The register shall include the trade name, physical properties and characteristics, chemical ingredients, health and safety hazard information, safe handling and storage procedures, and emergency and first aid procedures for the product. <p>A register of Materials Safety Data Sheets (MSDS) relating to all hazardous substances on board, will be maintained</p>	<p>Construction</p>	
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1.2.3 Mitigation Plan for Power Supply

It is planned to build a new 33 kV dedicated power transmission line to cater the needs of industries occupying the TP. Laying of electrical transmission may involve various environmental and social issues. Mitigation Plan has been prepared addressing all the potential issues.

Transmission line construction impacts can be minimized by the following precautions to be taken during construction of transmission line:

- Proper back filling of debris at the completed foundation locations to enable cultivation by farmers
- Efforts to reduce/minimize tree cutting
- Assessment of crop loss and proper crop loss compensation
- Ensuring safety of workers while constructing towers, identifying nearby medical facilities for emergency situations

Along with the above general mitigation methods mentioned above would help in minimizing construction period impacts of power line.

1.2.4 Ecosystem Enhanced Model for Mangroves in Jaliardip Island

The island consists of clay and sand, and the only protection from being eroded by river currents is the mangrove trees that surround the island. At the southern end of the island, the mangroves are already depleted (cut by fishermen who need to access their fish ponds), thus exposing the earthen dam.

1.2.4.1 Ways to enhance the ecosystem of Mangrove

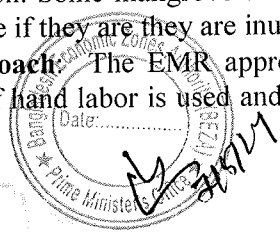
It is of utmost importance to protect the mangrove plants. Some of the ways to enhance the mangrove ecosystem:

- When construction works start, utmost care should be taken that the mangroves remain untouched
- It is also recommended to reforest the island's damaged mangrove areas. One of the best known examples in an Asian country is in Pakistan where the *Karachi Port Trust* (KPT) actively promotes mangrove restoration projects.
- A buffer shall be kept from the dense mangrove vegetation;
- Work close to the proximity of mangrove shall be strictly prohibited. If possible, the mangroves shall be fenced.
- Usage of high frequency lights shall be restricted. Lights impacts the natural biodiversity and ecology of the area which also has an indirect impact on the mangroves.
 - Impacts on mangrove trees shall also be prohibited because mangroves contribute to mud flat formation which controls erosion.

1.2.4.2 Ways to restore mangrove ecosystem

There are 2 main approaches to restore mangrove ecosystem.

- **The Plantation Approach:** Plantation restoration has been used as the primary technique for mangrove restoration worldwide. According to Lewis III (2001), the plantation approach is inexpensive but does not usually succeed due to failure to understand the physiological tolerances of mangroves to tidal inundation. Mangrove species are often planted at the wrong elevation relative to tidal inundation. Some mangrove trees and other plants found in the landward zones of mangrove forests will die if they are they are inundated too long or exposed to air at low tide for too long.
- **EMR approach:** The EMR approach, on the other hand, can be done for similar or slightly higher costs if hand labor is used and is believed to be a more successful restoration approach with



proper planning. However, Callaway and Zedler (2009) suggested that it is much easier and cheaper to preserve an ecosystem rather than restoring them.

1.2.5 Mitigation ways of environmental impacts because of Developmental Activities

Today, many tourists are environmentally conscious and want to stay in a place that does not negatively affect the environment, and they are ready to pay for this a higher price than for conventional tourism. The value of an ecotourism property, however, rises and falls with its ability to protect surrounding biodiversity, wildlife and landscape. One of the first requirements in planning and building a property is that it is sustainable in design, i.e. it should be built preferably with local / traditional materials (e.g. locally made bricks or stones, sustainably processed wood) with as small an ecological footprint as possible.

Further attributes of an eco-design include:

- Employment of energy saving tactics and appliances (e.g. energy saving light bulbs, sensors or motion detectors for starting light, air condition, etc. only when the guest is in the room);
- Installation of renewable energy technology such as solar panels to meet main power needs, such as lighting and hot water;
- Natural ventilation, i.e. provision of efficient natural air circulation to minimize use of electric air condition. The flow of air inside a building can be influenced by construction of the house as well as topographical features, by the orientation of the building and by the position of surrounding buildings and other obstructions built intentionally to divert the wind in a desired direction;
- Water-saving appliances like low-flow showerheads, low-flush or dual-flush toilets, water-saving faucet taps
- Rain water harvesting systems for domestic non-potable use;
- Sewage treatment plant, this should be planned on the mainland in connection with adjacent residential areas in Jaliardip, Teknaf and Sabrang, thus providing an up value for the entire area. Furthermore, it would avoid running the plant at low capacity in off-season or even closing down its operation (which is very unfavorable, as a sewage treatment plant has to run non-stop once it has started);
- Avoidance of sealing of the ground by concrete or asphalt, promote greening of roof areas (unless they are used for solar panel installation); and
- Offering the guest a natural surrounding
- Having ethical employment practices and contributing to the local economy, i.e. give work opportunities to nearby villagers, train local people and employ them at fair wages, support their community
- Use local and seasonal food products at the restaurants, locally produced bed sheets, table cloths and other items. This helps demonstrate that eco-tourism is a more sustainable long term way to earn income than destroying or altering habitats for short term gains;
- Reduce and manage waste by not using things that generate excessive waste, such as disposable water bottles, or small food portions wrapped in plastic
- Recycle and reuse items wherever possible, especially glass and plastic; and
- Minimize the use of chemicals in daily operations, in particular in cleaning or pest control;
- There shall be no concrete structures in the Jaliardip Tourism Park. High density of concrete structures releases heat which will impact the localized ambient temperature and can further impact the local biodiversity and most importantly the mangrove cover.
- The Tourism Park shall have limited number of cottages for tourist to stay and relax. The material of construction selected by the developer shall be cognizant with the present ecological ambience of the island. It is recommended to have an ecological expert especially for this site to validate the materials selected by the developer.



1.2.6 Biological Environment/ Greenbelt Development

Development of a greenbelt/tree plantation of 30 m wide along the boundary and internal roads will be beneficial.

The tree plantation will have the following objectives:

- restoration of green cover lost due to tree felling and shrub cutting during land clearance activities
- restoration/preservation of genetic diversity
- attenuation of noise pollution from TP to surroundings
- creation of aesthetic environment

At least three rows of trees may be retained along the boundary. New trees can be planted to make up the gaps devoid of trees.

The selection of trees and plants for greenbelt/tree plantation should be those which could grow in the existing agro climatic conditions. They should be able to survive in the local soil conditions.

Based on the above considerations and also due to loss of trees on the site, the plant species should be native (especially those which are cut from the site and for road widening) in nature. The selected plant species would need minimum level of maintenance including fertilization and other soil amelioration.

Apart from trees, the shrubs removed from the site, and other herbaceous species may also be planted in between the trees along the boundary wall. This will act as green cover, prevent soil erosion by increasing the binding capacity of the soil, and importantly act as noise barrier together with trees.

Tree plantation also need to be taken up along the roads such as approach road to the TP, internal road reaching administration building, on the vacant land of administration building, etc. Care should be taken that mangroves adjacent to the site location should not be impacted or cut.

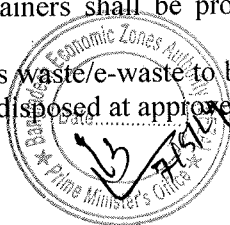
1.2.7 Hazardous and Non-Hazardous Waste Management

The importance of well-organized waste management has already been discussed before. It is, however, not an issue of the TP alone as it requires national regulations and a well-functioning infrastructure including collection, transport, processing, recycling and final disposal of waste and garbage. At present, there is a general lack of waste management in Bangladesh and waste is dumped at many undesignated sites. This will definitely hamper the development of international tourism! Visitors coming to a country do not want to see the tourist facility alone; they also would like to get an impression of the host country. The Project will generate both solid non-hazardous and hazardous wastes throughout the construction phase. The anticipated non-hazardous waste types include excavated material, broken aggregates, solid waste, dredging materials, wastewater etc. While hazardous waste may include used oil, empty drums or replaced parts of the construction machinery, used battery etc.

Mitigation

Measures are given below:

- a) The Developer shall provide sufficient containers on the site for the temporary storage of solid waste generated from project activities;
- b) Separate containers shall be provided for hazardous and non-hazardous wastes, which will be clearly labeled;
- c) The hazardous waste/e-waste to be collected in steel drums and stored in a segregated roofed area and periodically disposed at approved waste disposal facilities;



- d) The camp site shall have separate bins for collecting the organic and inorganic waste;
- e) The Developer shall provide appropriate facilities for temporary dumping of all types of wastes before their proper disposal;
- f) The Developer shall not dispose any waste, rubbish or offensive matter in any place not approved by the Engineer or Statutory Authority having jurisdiction;
- g) The Developer shall construct sanitary latrine or septic tank system or install portable cabin toilet for workers/ employees;
- h) In case the Developer fails to implement waste management measures then the Engineer can instruct the to temporarily suspend the causative works until the Engineer is assured that proper mitigation measures have been implemented.

Best Practice

The best practice w.r.t waste management could be:

- **Reduce:** Creation of as little waste as possible by not producing it, by implementing “green” procurement. Packaging alone can account for up to 40 % of a hotel’s waste stream, therefore products with little packaging or returnable packaging should be selected;
- **Reuse:** Use of items that can be reused;
- **Sort for recycling:** Having a system in place for sorting everyday waste items such as bottles, cans, cardboard and paper for recycling (e.g. by using color-coded waste bins at all rooms and areas), taking into account local disposal possibilities;
- Training of employees in waste management; and
- Information of guests on how waste is handled at the tourist area.

1.2.8 Energy Management

Provision of energy is important to the hotel industry, as it is necessary to power equipment, appliances and devices that provide the services and the level of comfort expected by the guests.

Best Practice

Energy efficiency is a fundamental requirement of sustainable tourism. This can be achieved by:

- Building design (as discussed above): Buildings should be properly sited, oriented and designed to minimize their cooling requirements and maintaining a comfortable indoor temperature without air conditioning (passive cooling);
- Selection of energy-saving equipment and appliances;
- Staff and guest participation in energy conservation: Employees should know the importance of energy conservation, and be trained and encouraged to use energy efficiently; the guests should be informed accordingly; and
- Use of fuel briquettes that are being made from an increasing variety of waste materials.

1.2.9 Water Management

Water, and especially fresh water, is one of the most critical natural resources. The tourism industry generally overuses water resources for hotels, swimming pools, golf courses and personal use of water by tourists. This can result in water shortages and degradation of water supplies, as well as generating a greater volume of waste water.



Best Practice

- The entire water supply should be designed to safe water;
- Collection and use of rainwater as a water source prior to any other source where possible;
- Reuse of treated wastewater for non-potable purposes, e.g. for irrigation;
- Installation of water saving devices wherever possible;
- Involvement of staff and communities;
- Information of guests, e.g. by explaining about unintentional wastage by a poster.

1.2.10. Occupational, Health and Safety Requirements

Health and Safety Obligations

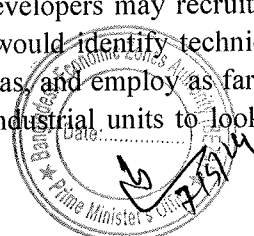
The Developer shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Developer intends to execute the Works. The health and safety manual shall set out following health and safety requirements:

General OHS Requirements:

1. The Developer shall observe and maintain standards of Health and Safety towards all of his employees not less than those laid down by the national standards or statutory regulations;
2. Where appropriate, to prevent workers falling from heights, the Developer shall make sure that every temporary floor openings shall either have railing of at least 900 mm height or shall be constantly attended; every floor hole shall be guarded by either a railing or a hinged cover, or constantly attended; every stairway floor opening shall be guarded by railing at least 900 mm high on the exposed sides; every ladder way floor opening or platform shall be guarded by a guard railing; every open sided floor or platform 1.2 m or more above adjacent ground level shall be guarded by a railing on all open sides;
3. The Developer shall provide all appropriate protective clothing and equipment for the work to be done and ensure its proper use. Where required, safety nets, belts, harnesses and lines shall be provided by the Developer. The “safety directives for work equipment” and “safety directives for protective gears” shall be prepared and disseminated to the workers by the Developer;
4. The Developer shall provide and maintain in prominent and well-marked positions all necessary first-aid equipment, medical supplies and other related facilities. A sufficient number of trained personnel will be required to be available at all times to render first aid;
5. The Developer must provide or ensure that appropriate safety and/or health signs are in place at their work sites where hazards cannot be avoided or reduced;
6. The Developer to arrange adequate fire prevention and fire-fighting provisions to deal with any fire hazard;
7. The Developer shall report to the Engineer promptly and in writing particulars of any accident or unusual or unforeseen occurrences on the site, whether these are likely to affect progress of the work or not.

1.2.11 Community development plan

It is recommended the TP owners to involve the local community during the project development. The TP owner/its Developers may recruit local workforce to the extent possible during construction phase. The TP owner would identify technically qualified unemployed youth around the project location and other nearby areas, and employ as far as practical. The TP owner should form a forum/ association/ trust along with its industrial units to look after community development activities of TP. The Trust should



encourage recruitment of local people during operation phase. For this if required training shall be provided.

The Trust will organize a community advisory group involving local representatives, representatives from TP industries and neighboring industries; that would help them in finding ways to participate with its neighbors in addressing socio-economic concerns. With the advice of its community advisory panel, local officials, and other key individuals and groups, the Trust along with its constituent industries may sponsor appropriate programs and projects to benefit its community as a whole.

Some specific community development programs that could be considered by the Trust in coordination with other industries in the locality are suggested here:

- Conducting awareness programs in surrounding villages on health impacts due to environmental pollution (air, noise, water, solid waste, etc.), and precautions to be taken to minimize health impacts.
- Conducting periodic health check-ups to the TP (including industries) staff and in the surrounding villages to identify pollution related diseases.
- Encouragement to residents in the nearby localities for self-employment ventures, such as by assisting them in arranging micro finances to develop them as artisans/ skilled personnel.
- Periodic training programs on health and sanitary education, women and child development, and income generation schemes.
- Participation in improving the existing medical and educational facilities of the area - for this purpose, it is suggested that the Trust provide funds for facilities improvement (providing toilets, furniture, additional space creation, any other needed) to the local hospitals and schools
- Development of greenbelt/greenery or tree plantation in the nearby vacant government lands to build a green and clean environment in the surrounding areas and to reduce pollution impacts to some extent.
- Sponsoring fellowships to students in surrounding villages to encourage them to go for higher education;
- Construction of a hospital in TP area in collaboration with other industries to improve health status
- Conduct or sponsor camps to clean up river ghats, jetties and terminals in the surrounding areas.

1.2.12 Community Health Safety Requirements

Security of the Site

The Developer shall provide necessary security arrangements as per requirements BEZA building construction rules, BNBC, and GIIP as per ILO standard and as per applicable national law.

Dissemination of Information Regarding Construction Work

The Developer shall disseminate following information of the project through installation of signboards informing the local residents who live nearby the proposed project area.

- Location of construction work
- Notices of the construction work etc.

Installation of boundary fence



For the smooth and safety operation of traffics, the Developer shall install boundary fence (at least 2 m height) around the working area. Developer shall be responsible for arranging of the barricades or fence and type of materials. The Developer will deploy security personnel to prevent unauthorized entry to the site. The Developer shall undertake at all times to maintain safety operation of traffics during construction works.

Safety Signs/ Markings

The Developer will provide safety signs/ markings around the site. Size and locations of signs will be as per the instruction of the engineer.

Reporting Requirement

If there is any public complaint reported, immediate action should be taken informing the engineer including the written report stating the details. The Developer shall also report such incidences in the monthly and quarterly report, as set out in the ES monitoring plan.

Management and Safety of Hazardous Materials

Developer will avoid or minimize community exposure to hazardous materials and substances that may be released by the project activities, project-related traffic and road safety risks, diseases and hazard due to use of vibratory equipment, construction debris handling and disposal etc. Developer will ensure effective measures in place to address emergency events. Ensure that safeguarding of personnel and property is carried out in a manner that avoids or minimizes risks to the project affected communities.

Emergency Contact:

To handle any emergency situation during construction following minimum information should be available at site:

- Name & Address of Developer
- Project Location
- Name, Designation & Contact Numbers of the organization, nearby hospitals, fire agencies, police offices etc. and key personnel including their assigned responsibilities in case of an emergency to be specified .
- Site Layout Diagram showing location of fire extinguishers, emergency collection area and fire alarm.

Traffic Management:

Materials carrying vehicles and construction vehicles (Excavator, pay loader, grader, dump-truck etc.) may damage environment in the construction area and may be a disturbance to nearby population. Without proper traffic management accidents may also occur. Consequence Mitigation Measures are suggested below:

- Defensive driving training of drivers and proper maintenance of vehicles.
- Establishing diversion roads during the construction;
- Place traffic sign/cautionary sign to avoid undue traffic congestion
- At night, the passage shall be delineated with lanterns/ suitable light source. As night traffic is significant in the adjacent areas, movement of construction vehicles to be planned during off-peak period.



- For regulation of traffic, the flagmen shall be equipped with red and green flags and illuminating vest at night especially near at intersection.

Development and implementation of traffic management plan.

Measure for combating Pandemic and endemic diseases

Developer will comply with the Government Instruction regarding COVID-19 and other pandemic and endemic diseases for any kind of engagement at the community level.

1.2.13 Training of Developer's Personnel and Code of Conduct (CoC)

As per EMP outlined in the EIA the developer to arrange training for the workers on the following issues:

- EMP implementation and capacity building Training for site workers
- SEA/SH (Sexual Exploitation and Abuse/ Sexual Harassment)
- Health, safety and hygiene
- Awareness training about the communicable diseases like STDs, HIV/AIDS etc.
- Training on resource efficiency
- Waste management
- Community health and safety Training
- Occupational Health and Safety (OHS) Training including GRM, GBV, SEA
- Community health and safety Training
- Standard operating procedures (SOP) for construction works
- COVID-19/Pandemic/Endemic Protocol

Developer will also indicate the duration, frequency and timing of these training.

1.2.14 Issues Relevant to SEA/SH/GBV

Developers must address the risk of SEA/SH/GBV, through:

- Mandatory and repeated training and awareness raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women;
- Informing workers about national laws that make SEA/SH a punishable offence which is prosecuted;
- Introducing and signing of a Worker Code of Conduct by all workers as part of the employment contract, and including sanctions for non-compliance (e.g., termination).
- Adopting a policy to cooperate with law enforcement agencies in investigating complaints about gender- based violence. In this regard, the Developer shall strictly adhere to the provisions of the project's GBV/SEA/SH Action Plan.
- The Developer also shall manage a grievance mechanism on potential GBV/SEA/SH cases under the guidance of the Project PIU and shall take into account in submitting bid the provisions for service providers in case of potential GBV victims/cases.

1.2.15 First Aid

Developer shall ensure emergency requirements of first aid as below:

- First aid facilities should be made available at construction camp. First aid box should contain small, medium and large sized sterilized dressings, sterilized burns dressings, 2 % alcoholic solution of iodine, bottle containing salvolatile, snakebite lancet, bottle of potassium permanganate crystals, scissors, Ointment for burns & surgical antiseptic solution;
- 1 first aid box should be available per 50 labor;
- A person trained in first-aid treatment shall be made in charge who shall always be readily available during the working hours at the work place;
- A suitable motor four-wheeler transport shall be kept readily available to carry injured or ill



person to the nearest hospital.

1.2.16 Grievance Mechanism for Workers

Developers will establish a labor related GRM according to the following principles:

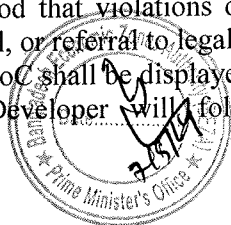
- a. Provision of Information: All workers should be informed about the grievance mechanism at the time they are hired, and details about how it operates should be easily available, for example, included in worker documentation or on noticeboards;
- b. Transparency of the Process: Workers must know to whom they can turn in the event of a grievance and the support and sources of advice that are available to them. All line and senior managers must be familiar with their organization's grievance procedure.
- c. Uptake Channel. A number of grievance uptake channels will be established (Phone, SMS, email, in person) which will receive grievances. This will be communicated to the workers. A log of grievances will also be maintained.
- d. Keeping it Up to Date: The process should be regularly reviewed and kept up to date, for example, by referencing any new statutory guidelines, changes in contracts or representation.
- e. Confidentiality: The process should ensure that a complaint is dealt with confidentially. While the procedures may specify that complaints should first be made to the workers' line manager, there should also be the option of raising a grievance first with an alternative manager, for example, a human resource (personnel) manager;
- f. Non-Retribution: Procedures should guarantee that any worker raising a complaint will not be subject to any reprisal;
- g. Reasonable Timescales: Procedures should allow for time to investigate grievances fully but should aim for swift resolutions. The longer a grievance is allowed to continue, the harder it can be for both sides to get back to normal afterwards. Time limits should be set for each stage of the process, for example, a maximum time between a grievance being raised and the setting up of a meeting to investigate it;
- h. Right of Appeal: A worker should have the right to appeal if he or she is not happy with the initial finding
- i. Right to be Accompanied: In any meetings or hearings, the worker should have the right to be accompanied by a colleague, friend or union representative
- j. Keeping Records: Written records should be kept at all stages. The initial complaint should be in writing, if possible, along with the response, notes of any meetings and the findings and the reasons for the findings;
- k. Relationship with Collective Agreements: Grievance procedures should be consistent with any collective agreements;
- l. Relationship with Regulation: Grievance processes should be compliant with the national employment code.

1.2.17 Code of Conduct (CoC)

Developers will need to maintain a code of conduct (CoC) which will be in Bangla language and will be read and signed by all workers. The CoC commits all persons engaged by the Developer, including sub-Developers and suppliers, to acceptable standards of behavior. The CoC must include sanctions for non-compliance, including non-compliance with specific policies related to gender-based violence, sexual exploitation and sexual harassment (e.g., termination). The CoC should be written in plain language and signed by each worker indicating that they have:

- o received a copy of the CoC as part of their contract;
- o had the CoC explained to them as part of induction process;
- o acknowledged that adherence to this CoC is a mandatory condition of employment;
- o understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the CoC shall be displayed in a location easily accessible to the community and project affected people. The Developer will follow the Labor Management Procedures of the PRIDE project



(<https://www.beza.gov.bd/wp-content/uploads/2020/03/Labour-Management-Procedure-LMP-for-PRIDE-Project-of-BEZA.pdf>). A sample Code of Conduct in Bangla is attached.

1.2.18 Post Project Monitoring Plan

To monitor the extent of environmental impact of the proposed TP and proposed industries, it is advised to monitor the ambient environmental quality around the project location periodically. This section describes the environmental quality monitoring detailing number and location of sampling stations, parameters to be monitored, frequency of sampling, etc. The developer will engage specialized third party accredited environmental monitoring firm/lab for implementing the post project monitoring plan. The TP authorities have to submit all the monitoring results to DOE, Bangladesh.

Micrometeorology

The nearest meteorological station is located at Cox's Bazar, thus, it is advised to monitor the alteration of meteorological conditions in the area around TP location, an automatic weather station for monitoring wind speed and direction, temperature, rainfall, and relative humidity will be installed within TP premises.

Air Quality

Air quality monitoring includes ambient air quality monitoring and truck exhaust emission monitoring. The following are the details.

Two ambient air quality monitoring stations will be established at and around TP site depending on the predominant wind directions to assess the change in ambient air quality over the time. Out of these, one sampling place will be at TP and one will be decided based on predominant wind direction. The TP authorities will also interact with DOE while deciding the exact monitoring locations.

The parameters to be monitored are SPM, PM10, PM2.5, SO₂, NO_x, CO and hydrocarbons. The frequency of sampling is once a month, with 24 hours sampling. The TP Authority is also advised to carry out monitoring of truck exhaust emissions of SPM, SO₂, NO_x, and CO in regular intervals.

Noise Quality

It is proposed to measure noise at 10 locations day and night. Noise monitoring could be done once a month. Portable noise meters could be used for the purpose. All the air quality monitoring locations will be covered for noise monitoring.

Surface Water

Water quality should be monitored once a month at upstream and downstream locations to the TP in Naf River. Methods of analysis and parameters to be analyzed would be according to standard methods. Parameters to be monitored should be based on Bangladesh standards for surface water quality. The main water quality parameters to be monitored are: Temperature, pH, color, odor, DO, BOD, COD, EC, TDS, TSS, Total Coliform, Fecal Coliform, Oil and grease, ammonia, nitrates, alkalinity, sulphate, phosphate, TKN, Iron, and trace metals such as Chromium, Lead, Cadmium and Mercury.

The parameters, which could be analyzed in the TP laboratories, should be analyzed there. Samples could be sent to other laboratories like any government approved/accredited environmental laboratory for analyzing remaining parameters.

Parameters such as oil and grease, TSS, COD, BOD will be measured manually as per Standard Methods, whereas pH, and temperature will be monitored with appropriate meters. The results of the monitoring will be sent to DOE periodically.



Groundwater

One groundwater sample shall be analyzed in the project area. Frequency of monitoring would be monthly and parameters to be monitored are as per Bangladesh drinking water quality standards. The main parameters are as follows: pH, DO, BOD, COD, EC, TDS, TSS, Total Hardness, Calcium, Magnesium, Total Coliform, Fecal Coliform, Sulphate, Fluoride, Iron, Arsenic, and trace metals such as Chromium, Lead, Cadmium and Mercury.

Soil Quality

Soil quality to be monitored at one location in TP. Both physical and chemical parameters need to be monitored at each location. The parameters should be compared with the soil sample of undisturbed location. The parameters to be analyzed in soil sample are as follows: Textural class, Gravel (%), Sand (%), Silt (%), Clay (%), pH, Bulk density (g/cc), Infiltration rate (cm/h), Specific gravity, Porosity (%), Moisture content (%), Organic matter (%), Alkalinity (CaCO₃ mg/L), Sodium absorption ratio, Conductivity (micromhos), Available nitrogen (%), Available phosphorous (mg/kg), Available potassium (%), Available boron (mg/kg), Available NaCl (%), Available Na₂CO₃ (%), Available iron (mg/kg), Available manganese (mg/kg), Available copper (mg/kg), Available zinc (mg/kg)

Flora and Fauna:

During the primary ambient environmental quality monitoring around the TP location, flora and fauna on the site and surrounding the TP has not been monitored to assess the flora and fauna before construction of the project. Thus, it is recommended to carry out a one-time assessment of baseline flora and fauna surrounding the project location before completion of the project. There after terrestrial and aquatic flora and fauna should be monitored to observe any alteration in their species composition and replacement. This could be done in association with local universities and research institutions which carry out such studies frequently. Such monitoring would help in taking necessary steps at the appropriate stage to prevent further deterioration of the surrounding ecology and protect the flora-fauna. The frequency of sampling could be once in a year during post monsoon season (Oct to Dec).

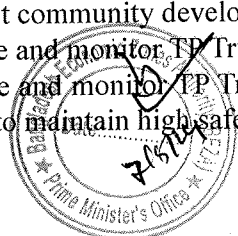
In addition, the Environment Management Cell should collect studies on flora-fauna conducted by local universities and research institutions in the nearby areas.

1.2.19 Project Environment Management Unit

It is recommended that Developer to set up an EMU (Environmental Management Unit) to address environmental management concerns as per approval from PIU. The cell should be manned by qualified persons who will be responsible for regular environmental quality monitoring, proper functioning of ETP/STP/CETP, implementation of EMP, occupational health safety and community development plan, and liaison with regulatory bodies such as DOE with the following specifications:

The EMC will be responsible for the following:

- to implement the EHS policy of TP
- to coordinate with TP Trust in relevant activities
- to ensure that ETP function properly and meet effluent discharge standards
- to maintain environmental quality analysis laboratory and analyze air, noise, water and soil samples on a regular basis
- to implement community development plan,
- to coordinate and monitor TP Trust to regularly check workers health and take appropriate steps
- to coordinate and monitor TP Trust on safety conditions at various work environments and take necessary steps to maintain high safety standards. To deal with emergency situations.



- to liaison with regulatory bodies
- to ensure systematic and routine housekeeping of the common areas of TP
- to maintain the proposed greenbelt along the boundary

The EMC may be headed by Manager – Environment, who should be a senior person, should have an overall knowledge of ETP, hazardous waste TSDFs, and their maintenance, environmental laws and standards, and should be able to independently manage the Cell. The EMC will be supported by an accredited environmental monitoring firm approved by the PIU. The environmental monitoring firm will be responsible for environmental quality analysis and should be capable of preparing reports and data sheets as required for the implementation of the EMP. The environmental monitoring firm should have sufficient knowledge in sampling and analysis of environmental parameters. The environmental monitoring firm should have knowledge of community programs and should be able to plan and implement community programs. In addition, a part time occupational health specialist and a safety specialist can be appointed.

In addition the following staff at EMU of TP is required:

- One ETP and TSDF In-charge
- One Chemist cum laboratory in charge
- Three Plant Operators (one per shift) and three TSDF operators
- Laboratory/Field Assistants
- Sampling assistants

1.3 Mitigation Plan for TP

The detailed plan for TP development will be prepared in later stages. However following measures shall mandatorily form part of EMP for TP development and operation:

- Separate environment clearance should be taken by the developer before developing Tourism Park from DoE
- Industries should obtain environment clearance individually from DoE prior to establishment and commencement.

Measures that should be taken by developer and individual industrial owners while development and operation phase is tabulated in table below:

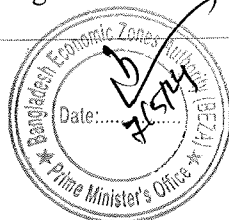
Table 7.2: Mitigation Measures Suggested for Developer

Impact	Mitigation Measures
Identification of Site for Disposal of construction Debris, construction labor camp and plant site	<ul style="list-style-type: none"> • Site identified should be 1.0 km away from settlement, sensitive locations, like school, hospital, religious structures, reserve forest and any other eco sensitive zone etc. • Site identified should be approved by BEZA • Site should be located in downwind direction from settlement area • Fertile agricultural land and community land should be avoided for setting of

these facilities



Air Pollution	<ul style="list-style-type: none"> • Sprinkling of water during construction phase on all unpaved roads, site and haul roads • Avoiding excess pilling of raw material and debris at site • Storage & transportation of raw material and debris in covered conditions • Cutting of only identified trees after obtaining permission of forest department <input type="checkbox"/> <p>Regular cleaning of site</p> <ul style="list-style-type: none"> • Guiding signage should be provided at the site for vehicles • Timings of the construction material vehicles should be fixed and should be during non-peak hours to prevent traffic congestion and traffic jams • Usage of low energy intensive building material like fly ash mic cement and bricks • Usage of low sulphur diesel for running DG sets, construction vehicles and equipments. • Obtaining temporary electricity connection during construction phase and operating DG sets only during power failure • Open burning of wood or any other material should be prohibited at site and all the workers should be made aware about the same
Water Pollution & water Conservation	<ul style="list-style-type: none"> • Minimizing the run-off from the site by construction of sediment basins • Maintaining the flow of water sprinklers so as to avoid wastage of water • No debris should be thrown or disposed off in any water body like river, pond, canal etc. or ground water source like functional or abandoned well • Excavation should not be carried out during monsoon • Provision of temporary storm water drainage system during construction phase to drain the storm water • Excavated pits should be provided with garland drains to prevent entrance of water inside the pit • Provision of oil & grease traps with the storm water drains draining the parking and fuel storage area • Provision of septic tanks and soak pits at the site & labor camps for disposal of sewage generated by construction labor • Waste generated by construction camps should be disposed off regularly at the identified site for debris disposal • Provision of cross drainage structures like balancing for maintaining the drainage pattern • Stone & bricks should be purchased only from licensed vendors • Keeping provision of land for development of ETP for each industry • Tank alarms should be installed so as to prevent overflow of water • Leakage detection should be carried out quarterly so as to detect any leakages in the gas pipeline
Soil Quality	<ul style="list-style-type: none"> • Top soil, if excavated from the project site should be stored in covered condition and should be used later for landscaping purpose • Storage of raw materials, debris and fuel on paved surfaces • Training the workers to handle the material so as to minimize spillage of material on soil • Provision of cross drainage structures to prevent water logging and soil erosion • Stone pitching with grass turving should be done for the high embankment close to water body • Disposal of construction debris, municipal waste from labor camps and hazardous waste from site should be disposed off at the identified site • Keeping provision of land for development of soil waste management facility within the TP site • No open area should be left without the vegetation to protect the soil. • Mulching of soil should be done regularly to prevent direct exposure of soil to wind and water



<p>Noise Pollution</p>	<ul style="list-style-type: none"> • Construction vehicles, machinery and equipment used for construction purpose should meet the standards prescribed by DoE • Upkeeping and regular maintenance of all the construction vehicles, machinery and equipment used for construction purpose • Provision of acoustic enclosures, noise mufflers, silencers etc. with the DG sets and any noise generating machinery • Provision of temporary noise shield/barrier in areas where more noise will be generated
<p>Ecology</p>	<ul style="list-style-type: none"> • Only identified trees should be fell down after obtaining permission from forest department • Compensatory plantation should be carried out in ratio of min 1:2 under guidance of forest department • Development of 10 m (minimum) thick green buffer all along the periphery of TP • Boundary should be constructed around the TP site to prevent trespassing of the animals • Native plant species requiring should be considered for plantation • Timber should be purchased only from authorized vendors • No waterbody should be filled outside the TP site • The mangroves adjacent to the site location should not be cut or impacted.
<p>Emergency Preparedness</p>	<ul style="list-style-type: none"> • Provision of first aid kit and first aid room and well trained first aid practioner at the site all the time • Ambulance facility should be provided at the site • Tie-ups with local hospital should be made to handy emergency case, if any • Availability of safety officers and supervisors at all the time on the site • Workers should be given training for handling construction vehicles, equipment and handling emergency situations like fire, floods, earthquake and cyclone • Cautionary signage should be provided in the areas associated with risks like storage of explosives, fuels, heavy construction material etc. Entry for only trained authorized personnel should be allowed in such areas with adequate safety measures • Emergency handling cell & room should be developed at the site and should be headed by project & safety manager • Contact no. of nearest fire-station and hospitals should be displayed within the emergency handling room

1.4 Emergency Preparedness Plan (Contingency Plan)

In order to be in a state of readiness to face adverse effects of accidents, an emergency preparedness plan is required to be prepared which includes on-site and off-site emergency plan by the individual industry and industrial estate. BEZA is committed to develop an emergency preparedness plan in consultation with district authorities and industry association.

The Emergency Preparedness Plan will have the following minimal components:

- Accidents preventions procedures/ measures
- Fire prevention planning and measures
- Fire water storage and foam system
- Accident/emergency response planning procedure
- Grievance redressal mechanism
- Emergency control centre
- Emergency information system with role & responsibility and command structure
- Recovery procedure
- Assessment of damages and rectification
- Evaluation of functioning of disaster management plan
- Accident investigation
- Clean-up and restoration



1.5 Monitoring Plan

The objective of environmental monitoring during the construction and operation phases is to compare the monitored data against the baseline condition collected during the study period to assess the effectiveness of the mitigation measures and the protection of the ambient environment based on national standards. A monitoring schedule has been sketched based on the environmental components that may be affected during the construction and operation of the project and is given below. The implementation of EMF and other agreed actions of environmental management during construction and operation phase of the sub-projects, will be monitored by EMC, by a combination of regular visits to the sub-project locations and periodic reports.

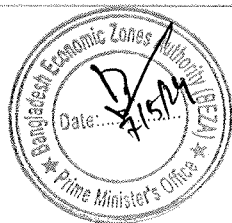
Table 7.3: Environmental Monitoring Plan

S. No.	Aspect	Source of Impact	Monitoring Methods and Parameters	Frequency	Executing Agency	Enforcement Agency
1.0	Construction Phase					
1.1	Local Manpower Absorption	Construction Works	Developer's report No. of people working in the project	Monthly	Developer Developer	BEZA & PMC
1.2	Soil Erosion	Excavation, disposal, cut & fill and land clearing activities for site leveling and internal roads, disposal	Survey & observation; Extent and degree of erosion; Structures for controlling soil erosion	Monthly	Developer Developer	BEZA & PMC
1.3	Greenbelt Development	-	Survival rate of species planted; Density of vegetation	Half Yearly	Developer Developer/ BEZA	BEZA & PMC
1.4	Air Quality	Transportation of construction materials, road construction, construction of utilities	Survey & observations; Levels of PM ₁₀ , PM _{2.5} , SO ₂ , NO _x , CO	Monthly	Developer	BEZA & PMC
1.5	Waste Management	Restoration of disposal sites and construction areas	Status of protection measures	Quarterly	Developer Developer	BEZA & PMC
1.6	Noise Level	Noise levels compliance with respect to industrial standards	Ambient Equivalent continuous Sound Pressure Levels (Leq) at day and Night time at 6 to 8 locations	Daily	Developer Developer	BEZA & PMC
1.7	Drinking Water	Contamination	All physio-chemical & biological parameters	Monthly	Developer Developer	BEZA & PMC



1.8	Biodiversity	Construction works Labor camps Waterway transport	Ecological survey Surface water quality analysis Visual inspection	Monthly but Visual inspection should be done weekly	Developer Developer	BEZA & PMC
1.9	Naf river water	Construction works	Laboratory test	Monthly	Developer Developer	BEZA & PMC

	quality/ toxicity	Labor camps Waterway transport	Salinity, turbidity, temperature, nutrient status Water temperature, Total Dissolved Solid, Total Suspended Solids (TSS), pH, Dissolved oxygen (DO), Biochemical Oxygen Demand (BOD5), Chemical Oxygen Demand (COD), Total nitrogen, (T-N), Total phosphorus (T-P), Oils and greases, Coliform bacteria, MPN/100 ml, Heavy Metals Such as As, Pb, Fl etc. as per Schedule 10 ECR 1997.			
1.10	Occupational Health and Safety	Accidents or incidents	Near-misses, incidents, occupational diseases, dangerous occurrences	Daily	Developer	BEZA & PMC
1.11	Infectious Diseases	Risk of HIV/AIDS	Ensuring that Developer's personnel and local community understand HIV-AIDS awareness campaign	Daily	Developer	BEZA & PMC
1.12	Community Health and Safety	Community disturbance and potential safety hazard due to road traffic	Accidents, incidents and complaints and traffic related issues: --Speed control of construction vehicles, -Timing/scheduling of construction vehicles, -Traffic control, -Site attention sign/traffic flag man etc. -SEA/SH Issues	Daily	Developer	BEZA & PMC
1.13	Impacts on mangrove	Construction works Labor camps Waterway transport	Record total area and number of mangrove for site Record type and number of species of mangroves surrounding the site	Quarterly	Developer	BEZA & PMC
2.0	Operation Phase					



2.1	Noise Levels	Noise compliance levels with respect to residential standards	Ambient Equivalent continuous Sound Pressure Levels (Leq) at day and Night time at 6 to 8 locations	Monthly	Individual Units	BEZA
			Plant periphery and near noise generation sources	Monthly	Individual Units	BEZA
2.2	Biological Environment	Water Quality/toxicity, waste disposal and littering, human interference, etc.	Record total area and number of mangrove for site Record type and number of species of mangroves surrounding the site	Quarterly	BEZA	BEZA
			Analyze surface water samples from four places at the locations abutting the proposed TP	Monthly	BEZA	BEZA
			Record presence, type and location of solid waste as and when observed	Monthly	BEZA	BEZA
			Record all species present in the project area	Monthly	BEZA	BEZA
2.3	Ambient air quality	Ambient air quality levels compliance with respect to industrial standards	Ambient air quality monitoring at individual industries – Monitor levels of PM ₁₀ , PM _{2.5} , SO ₂ , NO _x , CO	Monthly	Individual Units	BEZA
2.4	Ground water quality	Ground water quality levels compliance with respect to industrial standards	Bore wells installed at site	Monthly	Individual Units	BEZA
2.5	Naf river water quality/toxicity	Tourism and maintenance activities	Laboratory test Salinity, turbidity, temperature, nutrient status, Water temperature, Total Dissolved Solid, Total Suspended Solids (TSS), pH, Dissolved oxygen (DO), Biochemical Oxygen Demand (BOD5), Chemical Oxygen Demand (COD), Total nitrogen, (T-N), Total phosphorus (T-P), Oils and greases, Coliform bacteria, MPN/100 ml, Heavy Metals Such as As, Pb, Fl etc. as per ECR 2023.	Monthly	Individual Units	BEZA



2.6	Occupational Health and Safety	Accidents or incidents	Near-misses, incidents, occupational diseases, dangerous occurrences	Daily	Developer	BEZA & PMC
2.7	Infectious Diseases	Risk of HIV/AIDS	Ensuring that Developer's personnel and local community understand HIV-AIDS awareness campaign	Daily	Developer	BEZA & PMC
2.8	Community Health and Safety	Community disturbance and potential safety hazard due to road traffic	Accidents, incidents and complaints and traffic related issues: --Speed control of construction vehicles, -Timing/scheduling of construction vehicles, -Traffic control, -Site attention sign/traffic flag man etc. -SEA/SH Issues	Daily	Developer	BEZA & PMC

1.6 Monitoring Indicators

The physical, biological and social components which are of particular significance to the proposed project are listed below:

- Air quality
- Water quality
- Noise levels
- Solid & Hazardous Waste Management
- Re-plantation success / survival rate
- Soil Erosion
- Biodiversity

These indicators will be evaluated periodically based on the monitoring results, baseline conditions, predicted impacts and mitigation measures.

1.7 Reporting and Documentation Requirements

General instruction

- a) Implementation of EMP shall include monitoring and reporting on the results of the above measures. Monitoring reports shall be submitted on a monthly, quarterly and annual basis as per the schedule of table 8.4.
- b) The developer shall accurately test and measure the ES parameters as approved by the Engineer. All tests to be conducted from government approved labs.
- c) Details of parameters to be monitored, locations (as guideline) and frequency of monitoring are shown in Table 8.3 of this ESMP.

Reporting: As per the monitoring requirements, the Developer is required to prepare following reports and submit them to Engineer for approval.



Table 7.4: ES Monitoring Report Schedules.

Submission	Contents
Baseline Report Before Starting dredging/land filling Operation	<ul style="list-style-type: none"> • Approach and Methodology for Implementing ES monitoring plan; • Key Project Concern, Activity Summary and ES Action Plan; • All applicable monitoring items specified in the table 8.3 of ES Monitoring plan including the test result shown from government approved/accredited lab as separate annex; • Consultation with stakeholders, Developer's response and follow-up measures.
Monthly report 10 th of the next month	<ul style="list-style-type: none"> • project activity summary; • Complaints by public or authorities and the Developer's responses or action plans; • Summary of the daily site inspection records; • Accidents and incidences; • All applicable monitoring items specified in the table 3 of ES Monitoring plan including the test result shown from government approved lab as separate annex; • Mitigation measures undertaken in case the test result exceeding the allowable limit; • Compliances of the monitoring items and counter measures if it is applicable within next month. • Overall Labor engagement summary • GRM/ complaints updates
Quarterly report 15 th of the next month after each three-month	<ul style="list-style-type: none"> • activity summary; • Complaints by public or authorities and the Developer's responses or action plans (if any); • Quarterly summary of the monthly monitoring items; • All applicable monitoring items specified in the table 3 of ES Monitoring plan; • Summary of mitigation measures undertaken in case the test result exceeding the allowable limit; • Compliances of the monitoring items and counter measures if it is applicable within next quarter; • Outstanding ES issues so far;
Annual/Completion Report	<ul style="list-style-type: none"> • Annual Summary, findings, key observation, stakeholder feedbacks, status of institutional capacity building and ES performances achieved and way forward.

(1) Submission of Summary of Monitoring Report for Approval: Developer to submit a summary of monitoring report after completion of the whole works summarizing the results of the environmental monitoring, highlighting problem areas, the cause thereof and the remedial measures/action taken, if any. All the data obtained from the monitoring shall be compiled in appropriate forms approved by the Engineer.

(2) All data shall be submitted to the Engineer in Microsoft Excel or Word format, and printed copy provided according to the requirement of the engineer.

(3) Latitudes, longitudes including photographs showing the sampling points and field measurement should be included in the monitoring report. All tests to be conducted from government approved institutions/organizations.

(4) The developer shall submit the monitoring report as per the format agreed by the engineer.

(5) Additionally daily site inspection and records will be conducted and preserved by developer:

i. The developer shall prepare its daily site inspection sheets as per the potential impacts by its activities;



- ii. The developer shall submit the monthly report based on the daily inspections and their result records with photos and/or other factual information sheets/documents.

1.8 Institutional Arrangement

BEZA has developed Environmental Management Framework with the help of World Bank. The institutional arrangement is aligned as per this framework. BEZA formed an Environmental and social cell which will coordinate with site engineers and PMC.

Overall Project Implementation Arrangements

The overall supervision of the project will be carried out by BEZA which is the project implementing unit (PIU).

Institutional Set Up For Environment Management

The institutional arrangements for the implementation of various aspects of EMF and environment management of the proposed project envisaged to be implemented comprise the following.

- Project Environment Cell (PEC) at PIU to ensure adequate integration of environment management measures in the design phase and supervise implementation of EMF and specific requirements of ESMP
- Environment Management Unit (EMU) at TP to implement ESMP and other regulatory requirements during construction & operation phase of TP .

Project Environment Management Cell (PEC) at PIU

The Project Implementation Unit (PIU) will establish a Project Environmental Cell (PEC) headed by a Manager – Environment‘ and supported by environmental, health safety and social experts. The PEC will function to:

- Supervise implementation of EMF throughout project implementation period;
- Ensure integration of the EA and the ESMP measures into the sub-project design and implementation plans such as contract documents, maintenance contracts, tenant lease agreements, etc;5
- Supervise the implementation of the mitigation measures by the Master developers / Developers;
- Assist the engineering staff and other PIU staff in addressing environmental issues during planning, design and implementation of the sub-projects;
- Prepare periodic progress reports on the implementation of the ESMP throughout the project period.

Environment Management Unit (EMU) at Jailardwip TP

In order to implement various environmental management measures at TP, the master developer / Developer / operator will set up an Environment Management Unit (EMU) and appoint an environmental monitoring firm with accredited laboratory facilities for implementing the ESMP during the construction and operation of the Jailardwip TP. The EMU will consist of environmental health and safety manager, social expert with relevant experience on environmental and social issues associated with the development of tourism based TP. The EMU will function all through construction and operation phase of the TP and perform the following functions.

- Identify regulatory requirements of the sub-project and initiate necessary actions / studies to ensure compliance to the same;
- Co-ordinate with DoE and PIU and ensure securing SCC and ECC as applicable for the project(s);
- Co-ordinate with the Developers / sub-Developers and all other agencies involved in the development and operation of TP / EPZ and ensure that all the requirements of ESMP are fully complied;



- Ensure that all the common environmental infrastructure in TP / EPZ is operated and maintained in compliance with the regulatory requirements of GoB;
- Liaise with individual enterprise/tenants and ensure that all environmental management conditions of the tenant lease agreement are fully complied;
- Prepare regular reports on environment management and submit to PIU/GoB.

1.9 Compensation Plan

The proposed project will not entail any resettlement or livelihood loss, hence the project will not involve any compensation plan.

1.10 Cost Considerations for ESMP

The provision of budget for capacity building of Developer's staff in ESMP related issues and other important requirements for implementing the ESMP must be kept as per ESMP of the project. The training will be coordinated by the EMU of the project. All the logistics and related support should be provided by the Developers. All the ESMP requirement related cost including updating/renew of ECC shall be quoted in the RFP. Accordingly, Payments will be made based on the progress of the activities mentioned above.



Annexure to the ESMP Requirements

Code of Conduct

Sexual Abuse/Harassment Code of Conduct and Policy

Introduction

This company works in such a way that there is no negative impact on the environment, locality and employees. There is no place for sexual abuse and harassment. Such behavior will not be tolerated by employees, contractors, suppliers, associates, and representatives who perform the work. These principles are:

3. Creating an understanding of sexual abuse and harassment.
4. Develop guidelines for reporting sexual abuse and harassment of company employees and
5. Informing about the penalties for those who break this code of conduct

Definition

Sexual Exploitation and Abuse:

Taking advantage of someone's vulnerability or trust and using it for sexual purposes. Sexual exploitation of others and financial, social or political gain.

Sexual Harassment:

Requests for undue sexual favors and any abusive verbal or physical behavior.

Sexual Harassment vs. Sexual Exploitation and Torture

Sexual exploitation and abuse can happen against anyone. Sexual harassment can happen to any company employee and can be any type of sexual behavior. The distinction between these two issues must be known, so that employees can learn them in training.

A person's willingness to do something is called consent. Everyone must have their own consent before doing any work. If threats, lies, coercion or force are used, that is not consent. No one under the age of 18 may consent to this Code of Conduct, although most persons under that age will not. There is no room for mistaking age.

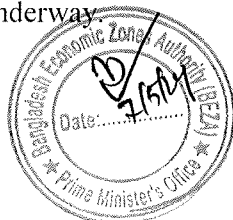
Consent will not be applicable if it is obtained in any of the following ways:

- Using threats, force or coercion, kidnapping, fraud, manipulation, deception or misrepresentation
- Deny and threaten to deny one's rights, or
- Expecting any benefit in return.

No wrongdoing can be done against any local person or co-worker, any form of sexual harassment must be prevented and reported:

A. Some examples of sexual exploitation and abuse:

- A project worker tells women in the area that he can offer them site jobs (cooking and cleaning) in exchange for sex.
- A worker who works on power lines in homes and says he can give power lines in exchange for sex.
- A project worker gets drunk and rapes a local woman after getting paid.
- A project worker restrains a woman passing through the site until the woman is assured of sexual activity.
- A manager tells a woman applying for a job that he will only give her a job in exchange for sex.
- A worker propositioned and sexually assaulted a 17-year-old girl who was passing by on the road where project work was underway.



B. Some examples of sexual harassment at work:

- Male staff make sexual comments (both good and bad) in front of female staff.
- A female worker complains about another male worker commenting on her attire, the woman is told "it's your fault."
- A male manager touches a female staff member as she passes by. Seeing this, a male staff told the manager that if he sent nude pictures, his salary would increase.

Personal Signed Undertaking:

I, _____ agree that all forms of sexual exploitation and abuse and sexual harassment are prohibited. As an (Employee/Contractor) of (Sub-contract Agency), I agree that sexual exploitation or sexual harassment on the work site, worker camp or surrounding area will be a violation of this Code of Conduct. I understand that I may be suspended, fined, or lose my job for sexual exploitation or sexual harassment. Those who sexually exploit or sexually harass may be prosecuted. I agree that while working on the project:

- Treat all persons including children (under 18 years of age) of gender, color, caste, language, religion, political, national, ethnic, disability, birth and other identities with respect.
- Create an environment that prevents sexual exploitation or sexual harassment and adhere to this Code of Conduct. I will abide by the rules that maintain this environment.
- Not engage in any sexual exploitation or sexual harassment that is prohibited by this Code of Conduct and the laws of the country;
- Shall not harass, misbehave or misbehave with women, children or men.
- Do not attempt to obtain consent from children for any sexual activity.
- Do not perform sexual acts in exchange for anything, as mentioned above.

I am committed to:

- Adhere to these rules at all times on and off the project site.
- Participate well in sexual exploitation or sexual harassment prevention training courses.

If I see or suspect sexual exploitation or sexual harassment on the project site or in the surrounding area, I will report it to my manager. Before reporting the news, the victim's consent should be obtained and his/her safety should be considered. For security reasons I will keep the incident completely confidential.

Sanctions: If I do not follow this personal code of conduct, my employer will take disciplinary action, which may include:

- To warn
- Undertake additional training
- Pay cut
- Suspension of employment (with or without payment of wages)
- Layoffs
- Report to police or other authorities

It is my responsibility to abide by this code of conduct. I will not act or behave in a manner that may constitute sexual exploitation or sexual harassment. I have read it, I want to follow its rules and it is my responsibility to stop and report sexual exploitation or sexual harassment issues. I understand that failure to follow this personal code of conduct may result in disciplinary action and may result in problems at work.

Signature : _____

Name : _____

Title : _____

Date : _____



PART III



Section –8: Developer Agreement Format



DEVELOPER AGREEMENT
FOR DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER OF NAF TOURISM PARK,
COX'S BAZAR, BANGLADESH

THIS DEVELOPER AGREEMENT is made and entered into this ____ day of _____, [Year]

B E T W E E N

Bangladesh Economic Zones Authority established under the Bangladesh Economic Zones Act, 2010 (Act No. 42 of 2010), having its office at Biniyog Bhaban (Level-7,8,9), E-6/B, West Agargaon, Sher-e-Bangla Nagar, Dhaka-1207 Bangladesh, hereinafter referred to as the "Authority", (which expression shall, unless repugnant to the context and meaning thereof, include its administrators, successors and assigns) of One Part

A N D

....., a Special Purpose Company registered in Bangladesh under the Companies Act, 1994 having its registered office at, formed by, hereinafter referred to as the "Developer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the Other Part.

The Authority and the Developer are hereinafter collectively referred to as the "Parties" and individually as the "Party."

WHEREAS:

1. The Authority desires to engage the Developer to design, build, finance, operate and transfer (DBFOT) the Naf Tourism Park;
2. The Authority invited proposals by its Request for Proposal (the "Request for Proposal" or "RFP Documents").....dated, and conveyed its amendments afterwards dated (Insert, if any) for identifying a suitable developer to Design, Build, Finance, Operate and Transfer (DBFOT) the Naf Tourism Park and the bidders proposed to the Authority to accept them as the Developer for undertaking and performing the obligations and exercising the rights including the obligation to enter into this Developer Agreement upon forming a Special Purpose Company (SPC);
3. After evaluation, the Authority has accepted the bid of the



4. The selected Bidder..... has formed a Special Purpose Company (SPC) for performing the obligations and exercising the rights as the Developer of Naf Tourism Park including the obligation to enter into this Developer Agreement.

5. The Authority, in exercise of the powers conferred under Clause (a) of Sections 4 and 8 of the Bangladesh Economic Zones Act, 2010 and the Bangladesh Economic Zone (The procedure of Appointment of Developer) Rules, 2016, has the competency to enter into the Developer Agreement with the SPC;

6. The Authority has obtained all requisite approvals necessary for entering into this Developer Agreement; and

7. The Authority and the SPC formed byhave agreed to enter into this Developer Agreement for execution of the Project on Design, Build, Finance, Operate and Transfer (DBFOT) basis in accordance with the terms and conditions set forth hereinafter;

NOW THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and Agreements hereinafter set forth, the Authority and the Developer agree as follows:



Article 1- Developer Agreement Documents

1.1 Entirety of the Developer Agreement

This Developer Agreement to Design, Build, Finance, Operate and Transfer the Naf Tourism Park between the Authority and the Developer (the “Developer Agreement”) consists of the following documents (collectively, the “Developer Agreement Documents”), and each of the following shall be read and construed as an integral part of the Developer Agreement:

- (a) Developer Agreement;
- (b) Special Conditions of Developer Agreement;
- (c) General Conditions of Developer Agreement;
- (d) Minutes of the Negotiation meeting;
- (e) Letter of Award;
- (f) Agreed Developer’s Bid including Financial Proposal after negotiation; and
- (g) Appendices (Appendix 1-9).

1.2 Order of Precedence

(1) In the event of any ambiguity or conflict between any of the Developer Agreement Documents listed in Article 1.1, the order of precedence shall be the order in which the Developer Agreement Documents are listed in Article 1.1 of this Developer Agreement.

(2) Notwithstanding Clause 1.2(1) of this Developer Agreement and any other term or condition in the Developer Agreement Documents, if any statement or provision in Developer’s Bid (Appendix) is not consistent with or conflicts with any other term or condition of the Developer Agreement Documents, the Developer Agreement Documents shall prevail.

1.3 General Interpretation

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Developer Agreement and Appendices to the General Conditions of Developer Agreement.

Article 2- Partnership Arrangement And Terms Of Payment

2.1 Partnership arrangement

2.1.1 The Parties agree that the Authority shall make available to the Developer as described in the Schedule of Land Lease Agreement (Appendix- 10) on lease hold basis for a period of 50 years for the Naf Tourism Park on a Design, Build, Finance, Operate and Transfer basis and in consideration, the Developer has already paid to the Authority an up-front payment (non-refundable, non-adjustable and payable one time) of US dollars.....(..... United States Dollars) and shall pay to the Authority ...%..... Revenue Share of Annual Gross Revenue, annual rent per square meter per annum dollars.....(..... United States Dollars). and escalation of annual rent every three years @%.



2.1.2 The Developer shall make an investment equivalent to an estimated project cost of US\$..... (.....United States Dollars) for development of the Naf Tourism Park over a period of 4 (Four) years and shall bear all costs required for operation and maintenance of entire Naf Tourism Park during the whole operation period.

2.1.3 All the payments to the Authority by the Developer shall be made in USD or equivalent local currency BDT, converted at the B.C. rate of Taka per USD published by Sonali Bank PLC on the date of payment.

2.2 Terms of Payment

The terms and procedures of payment are as set out in the General Conditions of the Developer Agreement.

Article 3-Effective Date And Starting Dates

3.1 Effective Date and Starting Date

The Effective Date, the Design Build Starting Date and New Operations Starting Date are as set out in the General Conditions of the Developer Agreement.

3.2 Grant of Permit

Subject to and in accordance with the terms and conditions set forth in this Developer Agreement, the Authority hereby grants to the Developer, and the Developer hereby accepts the Permit for Design, Build, Finance, Operate the Naf Tourism Park for a period of 50 (fifty) years commencing from the Effective Date and Transfer the Naf Tourism Park at the end of the Permit period at no cost to the Authority in a reasonably good condition. Upon satisfactory performance of the developer and if the Authority thinks that the tenure of the Developer Agreement requires to be extended, the tenure of the Developer Agreement along with this permit may be extended for such period and on such further terms and conditions, if any, as may be agreed by the Parties, subject to the approval of the Government.

3.3 The Developer, for generating revenue, shall have the right to levy, demand and collect appropriate rentals and user based-service charges from the Users of Naf Tourism Park:

- (a) by leasing New Facilities to TP Users;
- (b) for providing services, Operations & Maintenance, Facilities, Management, Utilities and for any other services.

3.4 The Developer shall not place or create, nor shall permit any contractor or other person claiming through or under the Developer to place or create, any encumbrance or security interest over all or any part of Site;

3.5 Developer shall not create any lien, charge or encumbrance on the whole or any part of the leased land.



3.6 Authority hereby grants only the lease-hold rights in favour of Developer in accordance with land lease agreement- Appendix 10. The Developer shall have the right to create charge or lien on the lease hold interest for raising fund for development of Naf Tourism Park.

IN WITNESS WHEREOF the Authority and the Developer have caused this Developer Agreement to be executed by their duly authorized representatives.

EXECUTED as of the day and date first hereinabove mentioned.

<p><i>or Bangladesh Economic Zones Authority</i></p> <p>.....</p> <p>.....</p> <p>Witnesses:</p> <ol style="list-style-type: none"> 1. 2. 3. 	<p>For the</p> <p>.....</p> <p>.....</p> <p>Witnesses:</p> <ol style="list-style-type: none"> 1. 2. 3.
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GENERAL CONDITIONS
FOR A DEVELOPER AGREEMENT TO
DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER
NAF TOURISM PARK IN BANGLADESH

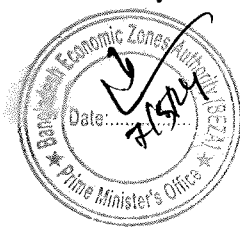
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General Conditions of Developer Agreement

Article 1 – Acronyms, Definition And Interpretation

1.0 List of Acronyms

- 1) “BB PLR” -Bangladesh Bank Prime Lending Rate;
- 2) "BDT" - Bangladesh Taka;
- 3) “BEZA”- Bangladesh Economic Zones Authority;
- 4) “BMS” – Building Management System;
- 5) “CAR” – Contractors All Risks;
- 6) “CSC” – Construction Supervision Consultant;
- 7) “DBFOT”- Design, Build, Finance, Operate and Transfer;
- 8) “DBSA” Design-Build Services Appendix ;
- 9) “EA” – Environmental Assessment ;
- 10) “ESMP” Environmental Social Management Plan
- 11) “EPC” – Engineering, Procurement and Construction
- 12) “ TP ” – Naf Tourism Park
- 13) “GC” - General Conditions;
- 14) “GOB” - Government of Bangladesh;
- 15) “HVAC” – High Voltage Alternating Current;
- 16) “LDA” - Liquidated Damages Appendix;
- 17) “O&M” –Operation and Maintenance;
- 18) “OSA” - Operations Services Appendix;
- 19) “PA” - Public Announcement
- 20) “PIU” - Project Implementing Unit;
- 21) “ P& L” - Profit and Loss;
- 22) “PMO” – Prime Minister’s Office;
- 23) “ PMU” – Project Management Unit;
- 24) “RFP” –Request for Proposals;
- 25) “SC” - Special Conditions;
- 26) “SCC”- Special Condition of Cotract
- 27) “SFB” -Standard Factory Building;

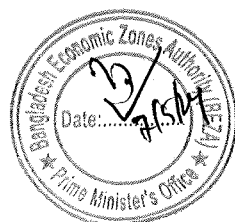


- 28) "SMU" Safety Management Unit;
- 29) "SIA " Social Impact Assessment;
- 30) "TSA" - Technical Standards Appendix;
- 31) "UNCITRAL"-United Nations Commission on International Trade Law; and

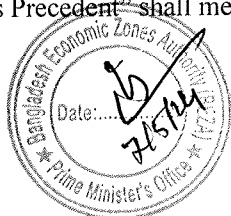
1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Developer Agreement shall have the following meanings assigned to them:

- 1) "Act" means Bangladesh Economic Zones Act, 2010;
- 2) "Accounting Year" means the period of one year, starting and ending as laid out in accounting or financial statements of the Developer;
- 3) "Actual Project Cost" means the actual capital cost incurred by the Developer for development and construction of New Facilities and as certified by the Auditor to be selected with the concurrence of the Authority;
- 4) "Additional Cost" means the additional capital expenditure which the Developer has or would be required to incur and which has arisen as a result of Change in Law;
- 5) "Applicable Law" means every (i) law and legislation, including the Act, (ii) code and procedure, (iii) decree and regulation, (iv) rule, (v) government agreement, (vi) industrial policy formally adopted by the Government, or (vii) any other similar measure or instrument having the force and effect of law in Bangladesh, including any Government resolution and any international agreement, convention, charter, or treaty ratified and adopted by Bangladesh;
- 6) "Applicable Permits" means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement or any other Transaction Document.
- 7) "Authority" means Bangladesh Economic Zones Authority (BEZA);
- 8) "Authorities" means the Bangladesh Economic Zone Authority and other relevant Authorities;
- 9) "Authority's Representative" is as defined in GC Clause 9.1.1;
- 10) "Bangladesh Accounting Standards" means the standards prescribed for Bangladesh by the Institute of Chartered Accountants of Bangladesh.
- 11) "Bank" means a Scheduled Bank as defined in the Bangladesh Bank Order (P.O. No.127 of 1972).
- 12) "Bangladesh Bank" means the Bangladesh Bank, as constituted and existing under the Bangladesh Bank Order 1972 (President's Order No.127 of 1972, also referred to as P.O. No.127 of 1972), including any statutory modification or replacement thereof, and its successors.
- 13) "Bid" or "Proposal" means the documents in their entirety comprised in the bid/ Proposal submitted by the selected bidder and other Bidders in response to the Request for Proposals in accordance with the provisions thereof.
- 14) "Bidding Documents" means the documents issued by the Authority in respect of the bidding process for the selection of a Developer to design, build, finance, operate and transfer (DBFOT) the New Facilities;
- 15) "Bid Security" means the bank guarantee furnished by the Bidder along with the Proposal.



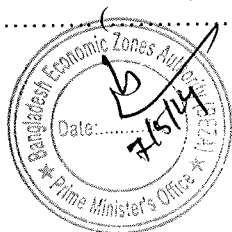
- 16) "Book Value" means the aggregate written down value as on the date of issue of the Termination Notice in the books of the Developer of (i) the tangible assets (including capital works in progress) forming part of, fixed or attached to the ground, created, installed or provided by the Developer and comprised in Project Facilities, which in the reasonable judgement of an Expert are capable of being put to use/utilized by the Authority, and (ii) the moveable assets, which the Authority agrees to take over, in accordance with Bangladesh Accounting Standards using depreciation rates as set forth in the audited financial statements of the Developer, as applicable from time to time.
- 17) "Basic Infrastructure" means the basic facilities, installations and utilities and related services developed/constructed by the Developer, which includes but not limited to (i) Site Development, (ii) River Bank Protection, (iii) Administrative Building, Fire Station, BGB Station; (iv) Jetty, (v) Internal infrastructure and utilities i.e. Roads, Canal lining, Drainage etc.
- 18) "Change in Law" means any of the following events which has a Material Adverse Effect:
- (a) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by Parliament or any Government Authority of any statute, rule, ordinance, regulation or order, treaty, convention, directive, guideline, policy having force of law; or
 - (b) the imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Developer of any Applicable Permit) in connection with the issuance, renewal or modification of any Applicable Permits after the date of this Agreement which renders the performance by the Developer of any of the terms of this Agreement impossible or unviable; or
 - (c) any Applicable Permit previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or negligence of the Developer or if granted for a limited period, being renewed on terms different from those previously stipulated. Provided that any
 - (i) imposition of new taxes, duties, cess and the like or the increase in taxes, duties, cess and the like effected from time to time by any Government Authority, or
 - (ii) the imposition of standards and condition of operations, maintenance and safety arising out of a new or revised Environmental Law; or
 - (iii) the imposition of standards and terms of employment and working conditions of labourers and workmen; or
 - (iv) any rules or regulations stipulated by a regulatory authority having jurisdiction over the Project or
 - (v) any law imposed by the government in general which is not discriminatory upon the Developer in respect of the standards of service, shall not constitute a Change in Law;
- 19) "Change of Scope" shall have the meaning assigned to it under GC Clause 2.2;
- 20) "Change of Scope Notice" shall have the meaning assigned to it under GC Clause 2.2);
- 21) "Completion" means that the New Facilities and all Design-Build Services, have been completed structurally and made operational in accordance with the Developer Agreement and Technical Standards Appendix for which the Developer shall be entitled to have a Completion Certificate issued in respect of the New Facilities, in accordance with Appendix 3A DBSA Clause 4.2;
- 22) "Completion Certificate" means a certificate issued by the Authority or PIU in accordance with Appendix 3A DBSA Clause 4.2;
- 23) "Conditions Precedent" shall mean the conditions prescribed in GC Clause 1.10;



- 24) "Construction Completion" means the completion of Construction Works declared by the Developer and certified by the PIU;
- 25) "Construction Phase" means the period from the Financial Closure Date to the Commercial Operations Date;
- 26) "Construction Works" shall include all works, equipment and goods necessary to complete the Project and provide the Project Facilities in accordance with this Agreement;
- 27) "Consultation Notice" has the meaning ascribed to it in Article 9.1.3 of the General Conditions.
- 28) "Contractor" means a Person or firm with whom the Developer has entered into a contract relating to the execution of any works and /or operation and maintenance of the Project Facilities, including the Management Contractor.
- 29) "Country" means the country specified in the SC;
- 30) "Customers" means all persons to which the Developer provides services in the TP;
- 31) "Day" means the calendar day as per the Gregorian calendar.
- 32) "Debt Due" means the aggregate of the following sums representing the amounts advanced by the Lenders towards Actual Project Cost, expressed in Bangladesh Taka as may be outstanding and payable to the Lenders under the Financing Documents on the Transfer Date:
 - (a) the principal amount of the debt including any subordinated debt provided by the Lenders under the Financing Documents for financing the Project ("the Principal") but excluding (i) working capital loans; (ii) any part of the Principal that had fallen due for repayment one year prior to the Transfer Date, if the Transfer Date is related to expiry of the Agreement Period or any part of the Principal that had fallen due after the Termination Notice, if the Transfer Date is related to termination prior to the expiry of the Agreement Period; and (iii) any debt that has been rescheduled or refinanced, unless such repayment had been rescheduled or refinancing made with the prior consent of Authority; and
 - (b) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub clause (a) above up to the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, and (ii) penal interest or charges, payable under the Financing Documents to any Lender.
- 33) "Design-Build Documents" means the plans, specifications, designs, models, electronic models and other documents and materials relating to the design and construction of the Site and New Facilities as may be set out or contemplated in the Design-Build Services Appendix and agreed to by the Parties;
- 34) "Design-Build Period" is as defined in GC Clause 3.2;
- 35) "Design-Build Services" means the design-build services to be performed by the Developer as contemplated by the General Conditions and the Design-Build Services Appendix;
- 36) "Design-Building Date" is as defined in GC Clause 3.3.1;
- 37) "DBSA clause" means the Design-Build Services Appendix clause;
- 38) "Developer" means, a Special Purpose Company registered under the Companies Act, 1994 having its registered office at formed by incorporated under the provisions of the Companies Act, 1994, with their principal place of business at, Bangladesh;
- 39) "Developer Agreement" means the agreement executed by the Authority and the Developer pursuant to the Act and the Rules and Regulations that combines the legal rights and obligations of the Parties under the Developer Agreement;



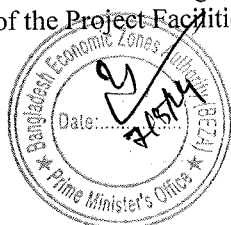
- 40) "Developer Agreement Documents" means the Developer Agreement Documents as set out in GC Clause 1.2;
- 41) "Developer Agreement Records" is as defined in GC Clause 1.7.1;
- 42) "Developer Agreement Term" means the term of the Developer Agreement, including any renewals approved by the Authority, commencing on the Effective Date and continuing to, and including, the End Date;
- 43) "Developer Equipment (Design-Build)" means all machinery, apparatus, vehicles and other equipment required for the execution and completion of the Design-Build Services and the remedying of any defects, but does not include material, machinery, apparatus and other equipment forming part of the Plant and Equipment of the New Facilities;
- 44) "Developer Equipment (Operations)" means all things of any kind whatsoever, including the equipment, materials, supplies, vehicles and consumables required to operate, maintain and repair the Site and New Facilities;
- 45) "Developer Event of Default" shall have the meaning as set out under GC Clause 11.1;
- 46) "Developer Personnel" is as defined in GC Clause 9.3;
- 47) "Developer Representative" is as defined in GC Section 9.1.2;
- 48) "Effective Date" means the date on which this Developer Agreement comes into force and effect pursuant to GC Clause 3.1.1;
- 49) "Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to the TP;
- 50) "Encumbrance" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss to the payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the Project Site/Project Assets/Project Facilities;
- 51) "End Date" is as defined in GC Clause 3.1.2;
- 52) "Environmental Law" means any statute, rule, regulation, ordinance, code, guideline or policy having the force of law, in each case, applicable to the Project now or hereafter in effect and any applicable judicial or administrative interpretation, pronouncement, order, decree or judgment, relating to the environment, health and safety;
- 53) "EPC Contract" means the contract entered into by the Developer with one or more Contractors inter alia for the purpose of design, engineering, procurement of equipment and materials (including by import thereof) and construction of the Project in accordance with the provisions of this Agreement;
- 54) "Equity" means the paid up ordinary share capital in the Developer representing the equity component of the Actual Project Cost, as capitalized in the books of the Developer.
- 55) "Equity Documents" means collectively the documents evidencing subscription to Equity to the extent of equity component of cost of the Project;
- 56) "Escrow Account" shall have the meaning assigned to it under Clause 7.5 ;
- 57) "Escrow Agreement" means the agreement to be executed inter alia between the Developer, the Authority and the Lenders/Lenders representative substantially in the format set out in Appendix 8.
- 58) "Estimated Project Cost" means the sum as stipulated in the Special Conditions being the cost of the project as estimated by the Developer and disclosed in the Proposal which is total USD.....).



- 59) "Event of Default" shall have the meaning assigned to it under GC Clause 11.
- 60) "Existing Facility" means the Site as it exists on the Design-Build Starting Date;
- 61) "TP Activity" means any lawful economic activity undertaken by the TP Users or Resident, including any industrial, manufacturing, service, commercial, technological, residential, recreational, or electricity-generation, transmission, or distribution activities, as well as any warehousing/logistics, transportation related to tourism, and any program for training, education, financing, insurance, healthcare and scientific-research pursuits, that does not:
- (i) contravene applicable public morality or order provisions, public safety or security regulations, or public hygiene or health norms;
 - (ii) violate applicable environmental laws or regulations;
 - (iii) endanger, human, animal, or plant health or life;
 - (iv) violate any vested intellectual property rights; and
 - (v) otherwise constitute a prohibited, restricted, or excluded activity under any Applicable Law, including section 15 of the Act;
- 62) "TP Resident" means a person who is granted a Residence Permit;
- 63) "TP User" is synonymous with the term Organization or Industrial or Commercial Unit engaged in any activities of tourism with approval of the authority;
- 64) "Facility" means the New Facilities;
- 65) "Financial Assistance" means all funded and non-funded credit assistance including but not limited to loans, advances, lease assistance and guarantees required for the Project;
- 66) "Financial Close" means the date on which the Financing Documents providing for Financial Assistance by the Lenders, Equity Documents and the documents in respect of debt, if any, committed by the Applicant/Consortium have become effective and the Developer has access to such Financial Assistance;
- 67) "Financial Closing Date" means the date on which Financial Close is achieved or an earlier date that the Parties may by mutual consent determine;
- 68) "Financing Documents" means, collectively, the documents executed in favour of or entered into with the Lenders, by the Developer in respect of the Financial Assistance relating to the financing (including any re-financing) of the Actual Project Cost and includes any document providing security for the Financial Assistance;
- 69) "Financing Plan" means the financing plan as envisaged under the Financing Documents for financing the cost to be incurred for implementing the Project submitted by the Developer in accordance with GC Clause 1.10(a)(ii);
- 70) "Force Majeure" is as defined in GC Clause 10.5;
- 71) "GC Clause" means General Conditions clause;
- 72) "Incentives" means the incentives to which the Developer and unit investor shall be entitled as laid down under Clause 11, 12 and 13 of the Bangladesh Economic Zones Act, 2010 and notified in the Official Gazette;
- 73) "Including" means including without limitation and "includes" means includes without limitation, unless expressly stated otherwise;
- 74) "Lenders" means any Persons based in Bangladesh or abroad providing Financial Assistance under the Financing Documents and includes a trustee for the holders of debentures/ or other debt instruments issued by the Developer to finance the Project;



- 75) "Liquidated Damages – Delay" is as defined in GC Clause 3.3.6;
- 76) "Manager" is as defined in GC Clause 9.2;
- 77) "Material Adverse Effect" means material adverse effect on (a) the ability of either Party to exercise any of their rights or discharge any of their obligations under and in accordance with the provisions of this Agreement or (b) the legality, validity, binding nature or enforceability of this Agreement;
- 78) "Month" means the calendar month as per the Gregorian calendar;
- 79) "New Facilities" means the basic infrastructure constructed during the design build period and the prospective infrastructure constructed during the concession period;
- 80) "New Operations Period" is as defined in GC Clause 3.2(b);
- 81) "New Operations Starting Date" is as defined in GC Clause 3.2(b);
- 82) "O&M Contract" means the contract, if any, entered into by the Developer for the operation and maintenance of the Project in accordance with the provisions of this Agreement and shall include the Management Contract;
- 83) "O&M Contractor" means the person, if any, with whom the Developer has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Developer;
- 84) "Operations Services" means the Operations Services to be performed by the Developer as contemplated by the General Conditions and the Operations Services Appendix;
- 85) "Organization" refers to any public, private, or mixed public-private entity organized under applicable law, such as a corporation, company, partnership, sole proprietorship, branch, joint-venture entity, or other organization.
- 86) "Parent" means the parent company of the Developer, if any;
- 87) "Party" means the Authority or the Developer, as the case may be, and "Parties" means both of them;
- [Note: If a Parent signs the Developer Agreement, the Parent will be included in the definition of "Parties".]
- 88) "Performance Security" is as defined in GC Clause 7.3.1;
- 89) "Performance Standards" means the standards of performance set out in Clause 4.2 of the General Conditions with regards the Project Facilities;
- 90) "Permit" means the administrative grant of permission issued by the Authority that authorizes an organization to establish, develop, operate, maintain, and promote an TP in Bangladesh in accordance with the Act, Rules, and all other Applicable Law;
- 91) "Plant and Equipment" means the permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and intended to permanently form or forming part of the New Facilities;
- 92) "Prospective Components/ Infrastructure" means the facilities or infrastructures developed/constructed by the Developer inside the perimeters of the TP which includes, but not limited to, (i) Commercial Complex, (ii) Health Care Centre (iii) Landscaping; (iv) Residential Accommodation, (v) Hotel, Guest House, Eco Cottage etc., (vi) Amusement Park, Aqua Park, Children's Park, Fun Lake etc., (vii) Cable Car (Naf to Ne-tong to Sabrang, and (xi) any other infrastructure required for making the Naf Tourism Park operational;
- 93) "LOA" means Letter of Award given to the successful bidder prior to carrying out activities as required for Naf Tourism Park Permit and signing of the Developer Agreement;
- 94) "Project" means the design, finance, construction, operation, maintenance, marketing and provision of the Project Facilities in accordance with the provisions of this Agreement;



- 95) "Project Area Development Plan" means an area development plan in respect of the Project containing the broad details of the development of the entire Site planned by the Developer including provision of facilities for electricity, water, sewage, roads, pathways on the Site;
- 96) "Project Director" means the officer designated as such by BEZA;
- 97) "Project Assets" means those assets existing at the Project site or to be developed by the Authority for this project;
- 98) "Project Contracts" means collectively this Agreement, the EPC Contract, O&M Contract and any other material contract (other than the Financing Documents, the Escrow Agreement, or any commercial agreement with the users) entered into or may hereafter be entered into by the Developer in connection with the Project and Project Facilities;
- 99) "Project Facilities" means the facilities to be provided by the Developer, in accordance with this Agreement;
- 100) "PIU" means Project Implementing Unit for the Naf Tourism Park Project, established by the Authority located in the Authority's office/site for monitoring and acting on behalf of the authority in line with the roles mentioned in GC clause 8.2 and 8.3;
- 101) "Quarter" means a period of 3 (three) months;
- 102) "Regulations" has the meaning set forth in clause 2(9) of the Act and refers to the regulations issued by the Authority pursuant to the Act to implement the statutory provisions thereof;
- 103) "Remedial Period" has the meaning ascribed to it in GC Clause 11.6;
- 104) "Request for Proposal" or "RFP" means the Request for Proposal dated 07/05/2024 issued by the Authority to the bidders and includes the addendum/clarifications dated
- 105) "Rules" has the meaning set out in clause (10) of section 2 of the Act and is synonymous with the term "Regulations";
- 106) "Selected Bidder" means [Enter Name of Single Bidder or Consortium Details] which has been selected upon evaluation of the Proposals received in response to the RFP;
- 107) "Services" means the Design-Build Services and the Operations Services to be performed by the Developer as set out in the General Conditions and the Appendices to the General Conditions;
- 108) "Shareholder" means any of the shareholders of the Developer;
- 109) "Site" means the physical land area as set out in the Site Appendix identified for the location of the New Facilities. Notwithstanding the land area set out in the site appendix, the site shall be in accordance with the actual area of land handed over to the Developer;
- 110) "Site Information" is as defined in GC Clause 4.3;
- 111) "Social Infrastructure" means buildings for public usage and convenience like Shopping Complex, Entertainment, Cinema, Post Office, Residential buildings, Hotels and other such facilities;
- 112) "Support Infrastructure" means utilities, other public conveniences like cafeteria, restaurants, banks, travel agents and such other facilities as needed at the Tourism Park for the convenience of the users, tourists, residents and employees working at the Tourism Park;
- 113) "Contractor" means any person or entity which the Developer subcontracts or sub-consults any part of the Services in accordance with the provisions of GC Clause 9.6, including any person or entity engaged for the supply of any Plant and Equipment, Developer's Equipment (Design-Build) or Developer's Equipment (Operations) or for any other Services;
- 114) "Taxes" is as defined in GC Clause 7.4;



- 115) "Technical Standards" is as defined in the Technical Standards Appendix;
- 116) "TSA clause" means Technical Standards Appendix Clause;
- 117) "Termination Notice" means the termination notice issued pursuant to GC Clause 11.9;
- 118) "Termination Period" shall have the meaning as set out under GC Clause 11.9;
- 119) "Third Party" means any person or entity other than the Parties;
- 120) "Time for Completion" is as defined in GC Clause 3.3.2;
- 121) "Time Schedule" is as defined in GC Clause 3.3.3;
- 122) "Transfer" means to transfer, sell, assign, pledge, hypothecate, create a security interest in or other encumbrance on, place in trust (voting or otherwise), transfer by operation of law or in any other way dispose of, whether or not voluntarily, the legal or beneficial interest in the Equity shares of the Developer;
- 123) "Transfer Date" means the date of expiry or termination as the case may be, of the Agreement Period in accordance with the terms of this Agreement;
- 124) "Transaction Documents" means collectively the Project Contracts and the Financing Documents;
- 125) "Tourism Park" or "TP" refers to any delimited, physically-secured area comprising site hat is designated as an Naf Tourism Park including any commercial or industrial activity or sector excepting the negative list found in the Developer Agreement and applicable laws. It is also characterized by on-site administrative regulation, supervision, operation, management, infrastructure, and related services that are dedicated to multi-purpose activities relating to Tourism as specified in Developer Agreement;
- 126) "Unforeseeable" means not reasonably foreseeable on the Submission Deadline by a Developer that conducted or should have conducted the inspections and examinations or who knew or should have known the information; and
- 127) "War Risks" is as defined in GC Clause 10.6.

1.2 Developer Agreement Documents

Subject to various provisions contained in the Developer Agreement, all documents forming part of the Developer Agreement, and all parts thereof, are intended to be correlative, complementary and mutually explanatory. The Developer Agreement shall be read and construed as a whole.

1.3 Interpretation

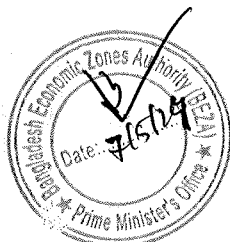
1.3.1 Language

(1) All Developer Agreement Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Developer Agreement shall be written in the language specified in the SC and the Developer Agreement shall be construed and interpreted in accordance with that language.

(2) If any of the Developer Agreement Documents, correspondence or communications are prepared in any language other than the governing language under GC Clause 1.3.1, the translation of such documents, correspondence or communications into the governing language shall prevail in matters of interpretation

1.3.2 Singular or Plural

The singular shall include the plural and the plural shall include the singular except where the context otherwise requires.



1.3.3 Headings

The headings in the Developer Agreement Documents are included for ease of reference and shall neither constitute a part of the Developer Agreement nor affect its interpretation.

1.3.4 Persons

Words importing persons or entities shall include firms, corporations and government entities.

1.3.5 Incoterms

Unless inconsistent with any provision of the Developer Agreement, the meaning of any trade term and the rights and obligations of the Parties thereunder shall be prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

1.3.6 Entire Agreement

This Developer Agreement constitutes the entire agreement between the Authority and the Developer with respect to the subject matter of the Developer Agreement and supersedes all communications, negotiations and agreements, whether written or oral, made by the Parties with respect thereto made prior to the date of the Developer Agreement.

1.3.7 Amendment

This Developer Agreement may be amended or variation may be made therein upon agreement in writing between the Parties it being signed by duly authorized representatives of the respective Parties.

1.3.8 Number of Days

Except as expressly stated to the contrary elsewhere herein, in computing the number of days for the purposes of the Developer Agreement all days shall be counted, including Fridays, Saturdays and legal holidays in Bangladesh, provided, however, that if the final day of any period shall fall on a Friday, Saturday, or legal holiday in the Country, then the final day shall be deemed to be the next day which is not a Friday, Saturday, or legal holiday in the Country.

1.3.9 Independent Contractor

The Developer shall be an independent contractor in its performance of the Developer Agreement. The Developer Agreement does not create any agency, partnership, joint venture or other joint relationship between the Authority and the Developer or its Shareholders except as may be specified in the SC.

Subject to the provisions of the Developer Agreement, the Developer shall be solely responsible for the manner in which the Developer Agreement is performed. All employees, agents, representatives or Contractors engaged by the Developer in connection with the performance of the Developer Agreement shall be under the complete control of the Developer and shall not be deemed to be employees of the Authority, and nothing contained in the Developer Agreement, or in any Subcontract awarded by the Developer, shall be construed to create any contractual relationship or legal obligation between the Developer's employees, agents, representatives or Contractors and the Authority.

1.3.10 Special Purpose Company (SPC)

(1) The composition, shareholding, control or constitution of the Special Purpose Company (SPC) shall be in accordance with the Developer's Bid and shall not be altered without the prior written consent of the Authority.



(2) The Shareholders of SPC are required to hold the shareholding percentage of the total equity unchanged until the completion of the final phase of the construction of Basic Infrastructures; and

(3) The SPC shall exercise all the Shareholders and Developer's rights and obligations toward the Authority under this Developer Agreement, including the receiving of approvals, consents, orders, certificates, instructions and payments from the Authority, amendment of the Developer Agreement and in all other matters under the Developer Agreement, including the settlement of disputes.

1.3.11 Non-waiver

(1) Subject to GC Clause 1.3.11(2), no relaxation, waiver, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Developer Agreement or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Developer Agreement, nor shall any waiver by either Party of any breach of Developer Agreement operate as waiver of any subsequent or continuing breach of Developer Agreement.

(2) To be a valid waiver, any waiver of a Party's rights, powers or remedies under the Developer Agreement shall be in writing specifying the right, power or remedy being waived and the extent to which it is being waived and be dated and signed by the Authority's or Developer's Representative, whichever is granting such waiver.

1.3.12 Severability

If any provision or condition of the Developer Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Developer Agreement.

1.3.13 Country of Origin

"Country of Origin" means the country where the materials, equipment and other supplies for the New Facilities are mined, grown, produced or manufactured, and from which the services are provided.

1.3.14 Survival of Obligations

Upon the termination or expiration of the Developer Agreement, all rights and obligations of the Parties hereunder shall cease, except those specified in the SC.

1.4 Notice

All notices to be given under the Developer Agreement shall be in writing and shall be sent by either personal delivery and/or registered post courier, and/or electronic mail, and/or facsimile to the address for notice of the relevant Party as set out in the SC and the following provisions shall apply:

- a) Any notice sent by facsimile shall be confirmed by the sender no later than two days after dispatch by a notice sent by courier;
- b) Any notice sent by courier shall be deemed to have been delivered 10 days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, with proper payment for the courier, and conveyed to the courier service for transmission;



- c) Any notice delivered personally or sent by facsimile shall be deemed to have been delivered on the date of dispatch.

A Party may change its address for notice pursuant to this Developer Agreement by giving the other Party notice of change in accordance with this GC Clause 1.4.

The Developer's address for the purpose of giving notice pursuant to this GC Clause 1.4 shall be in the Country named in the SC.

Notices shall be deemed to include any approvals, consents, instructions, orders, certificates and similar communications to be given under the Developer Agreement.

1.5 Governing Law

This Developer Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of Bangladesh.

1.6 Settlement of Disputes

1.6.1 Dispute

Any dispute, difference or claim arising out of or in connection Agreement shall be resolved amicably by mutual discussion between the Parties and, if necessary, with the assistance of one or more expert(s) to be appointed mutually by the Parties

1.6.2 Arbitration

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration as follows:

- (1) The place of arbitration shall be in Dhaka, Bangladesh.
- (2) English shall be the language of the arbitration.
- (3) The procedure to be followed within the arbitration, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration Act, 2001, as amended from time to time.
- (4) Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
- (5) The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- (6) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

1.7 Developer Agreement Records, Accounting and Audit

1.7.1 Developer Agreement Records

All data, information, documentation, account, plans, programs, reports, surveys and guidelines of any kind whatsoever (the "Developer Agreement Records") prepared by the Developer in performing the Services shall be made available to the Authority on request.



The Developer Agreement Records, whether stored in hard copy or electronically, shall include-

- a) information of any kind whatsoever related to the finances, revenues or expenditures;
- b) the accounts; and
- c) the Design-Build Documents.

The Developer shall provide the Authority with unrestricted access to the Developer Agreement Records with prior intimation during the term of the Developer Agreement, including the right to make and retain copies.

The Developer acknowledges that the Authority may deal with the Developer Agreement Records in such a manner as the Authority deems proper including making the Developer Agreement Records publicly available.

The Developer shall submit to the Authority, no later than 180 days after the end of the Developer's fiscal year, the annual audited accounts for each of the Developer's fiscal years that occur during the Developer Agreement Term.

1.7.2 Accounting

The Developer shall keep accurate and systematic accounts in respect of the Services and the Developer Agreement in accordance with internationally accepted accounting principles.

1.7.3 Auditing

The Developer shall appoint Chartered Accountants Firm as per the Bangladesh Chartered Accountants Order, 1973 to audit and certify the annual balance sheet and financial statements of the Special Purpose Company (SPC) with intimation to the Authority.

1.8 Auditing by Authority

In respect of any matters related to the Developer Agreement, the Authority may, in its sole discretion, audit-

- a) the Developer's own accounts, financial information, financial statements and technical information at any reasonable time with prior notice to the Developer; and
- b) the Design-Build Documents at any reasonable time and with prior intimation to the Developer

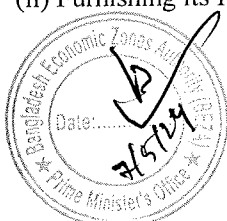
1.9 Time Extension during the Design-Build Period

If the Developer needs any extension of the Time for Completion of the Design-Build Services, the Developer shall request the PIU in writing describing the event or circumstance giving rise to such extension no later than 28 days, after the Developer became aware, or should have become aware, of the event or circumstance.

The PIU shall consider the request of the Developer and extend the time for completion or dispose of the request otherwise.

1.10 Conditions Precedent:

- (a) The following Conditions Precedent shall be satisfied by the Developer:
 - (i) Opening the Escrow Account and executing the Escrow Agreement;
 - (ii) Furnishing its Financing Plan;



(iii) Procuring and furnishing the following confirmations, in original and in legally binding form, such as a deed under seal, from the SPC the SPC shall, during the entire Design Build Period, maintain the shareholding ratio of the company and the SPC has the financial standing and resources to fund/raise finances for undertaking and implementing the Project in accordance with this Agreement.

(iv) Furnishing to the Authority a legal opinion from the legal counsel of the Developer with respect to the authority of the Developer to enter into this Agreement and the enforceability hereof;

(v) Furnishing a Work Programme with detail of timeframe for completion of basic infrastructure and employment;

(vi) Obtaining Applicable Permits as may be required for commencement of Construction Works in accordance with the Developer Agreement; and

(vii) Any other Conditions Precedent as may be required by the Authority.

(b) The following Condition Precedent shall be satisfied by the Authority:

Handing over physical possession of the Project Site on as is where is basis, for the purposes of Naf tourism Park Project.

1.10.1 Time-Period in which Conditions Precedent must be fulfilled

The aforesaid Conditions Precedent shall be complied within 90 (Ninety) days of the date on which this Agreement is executed. Each Party shall promptly inform the other Party in writing with documentary evidence when the Conditions Precedent for which it is responsible have been satisfied.

1.10.2 Extension of Time for satisfying the Conditions precedents

The Authority may, upon written request of the Developer or for its own cause, reasonable for extension of time, extend the time for fulfilling the conditions precedents.

1.10.3 Termination for Non-fulfillment of Conditions Precedent

In the event that the Conditions Precedents are not complied within the time (including the extended time, if any) in terms of the aforesaid clauses, this Agreement shall be liable to be terminated. If such termination is on account of failure of the Developer to comply with the Conditions Precedent, the Bid Security and / or the Performance Security, as the case may be shall stand forfeited and the Authority shall have the right to claim the costs, damages and/or compensation. If such termination is on account of failure of the Authority, the Authority shall be obliged to return the Bid Security and / or the Performance Security, as the case may be and the Developer shall have no other claim.

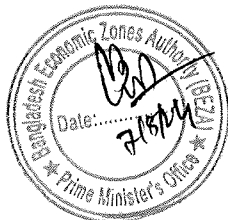
Article 2- Scope Of Works: Development Brief And Technical Specification

2.1 Scope of Work

Scope of work shall be described here according to Development Brief and Technical Specification of Section 6 of RFP document (with the changes if any made during negotiation)

2.2 Change of Scope

Without affecting the general purposes and objectives of establishing and operating the Naf Tourism Park, and subject to the following conditions, the Developer may, with Prior approval of the Authority, change the scope of the works and the Authority may, in consultation with the Developer, change the scope of the works (“Change of Scope”):



- (i) Change of Scope is necessary for providing safer and improved Project Facilities;
- (ii) Change of Scope is not likely to delay the completion of the Project beyond the Scheduled Construction Completion Date;
- (iii) Change of Scope will not create any adverse impact on the Project;
- (iv) cost of any additional or variation works due to Change of Scope made by the Developer shall be borne by the Developer; and
- (v) costs arising out of any Change of Scope made by the Authority shall be borne by the Developer, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Estimated Project Cost and this 0.25% (zero point two five per cent) of the Estimated Project Cost shall be deemed to form part of the Actual Project Cost.

Article 3- Developer Agreement Term, Timing And Completion

3.1 General

3.1.1 Effectiveness of Developer Agreement

The Developer Agreement shall come into force and effect on the date the Developer Agreement is signed by the Developer and the Authority (the "Effective Date").

The Developer Agreement shall be signed by the Developer, prior to its signing by the Authority.

3.1.2 Period and Expiration of Developer Agreement

This Developer Agreement shall, unless early terminated, remain effective for 50 years from the Effective date.

Provided that if the performance of the developer, during the tenure of 50 years, are satisfactory and the authority considers that the tenure of this Developer Agreement requires to be extended, the Authority may extended the tenure of this Developer Agreement for such period(s) and on such further terms and conditions including new upfront payment as may be decided by the Authority and agreed by the Developer.

3.1.2.2 This Developer Agreement shall expire on the end date of initial 50 years from the effective date or on the end date of extended period(if so extended) as the case may be.

3.1.2.3 This Developer Agreement may be early terminated before the date of expiry for the reasons and according to procedure specified in this Developer Agreement.

3.2 Design-Build Period and New Operations Period

The Developer Agreement Term shall be divided into two periods as follows:

(a) Design-Build Period: the period commencing on the delivery of physical possession of the site and ending on the day immediately prior to the Time for Completion of Basic Infrastructure (the "Design-Build Period"); and

(b) New Operations Period: the period commencing on the New Operations Starting Date and ending on the End Date (the "New Operations Period"). The New Operations Starting Date, shall be no later than the completion of the design build works and shall proceed with the Operations Services with due expedition and without delay. If any part of the Design Build Services is completed and ready for operation, the Developer may, in consultation with the Authority, commence operation service for that part and that will be the New Operations Starting Date. The revenue sharing arrangement will be started from the New Operations Starting Date.



3.3 Design-Build Period – Commencement, Delays and Suspension

3.3.1 Commencement of the Design-Build Services

The Design-Build Starting Date shall be no later than 14 (fourteen) days from the date of delivery of physical possession of the site. The Developer shall commence the Design-Build Services within the Design-Build Starting Date and shall proceed with the Design-Build Services with due expedition and without delay.

3.3.2 Time for Completion

The Developer shall complete the whole of the Design-Build Services in accordance with the time for completion set out in the SC (“Time for Completion”) for the Design-Build Services including, completing all of the Design-Build Services for making the Basic Infrastructure fully operational in accordance with the Developer Agreement.

3.3.3 Design-Build Time Schedule

(1) The Developer shall submit a detailed time programme (the “Time Schedule”) to the PIU no later than 30 days after the Design-Build Starting Date. The Developer may also submit a revised Time Schedule whenever the previous Time Schedule is inconsistent with actual progress. Each Time Schedule shall include a description of

- (a) the order in which the Developer intends to carry out the Design-Build Services, including the anticipated timing of each stage of design, Design-Build Documents, procurement, manufacture, inspection, delivery to the Site, construction, erection, testing and commissioning;
- (b) the periods for review and any other submissions, approvals and consents specified in the Developer Agreement;
- (c) the sequence and timing of inspections and tests specified in the Developer Agreement;
- (d) the scheduled Time for Completion, the planned Time for Completion and the planned New Operations Starting Date;
- (e) all major events and activities in the production of Design-Build Documents; and
- (f) all major phases and milestones of the Design-Build Services.

(2) The PIU shall review each Time Schedule and provide comments to the Developer as to whether the Time Schedule complies with the Developer Agreement. If the PIU fails to provide such comments prior to the expiration of 21 days after receiving a Time Schedule, the Developer shall proceed in accordance with the Time Schedule, subject to its other obligations under the Developer Agreement. The Developer shall be entitled to rely upon the Time Schedule when planning its activities.

(3) The Developer shall promptly give notice to the PIU of specific probable future events or circumstances which may adversely affect the Design-Build Services or delay the execution of the Design-Build Services. The PIU may require the Developer to submit an estimate of the anticipated effect of the future event or circumstances.

(4) If, at any time, PIU gives notice to the Developer that a Time Schedule fails, to the extent stated, to comply with the Developer Agreement or to be consistent with actual progress and the Developer’s stated intentions, the Developer shall submit a revised Time Schedule to the PIU.



3.3.4 Extension of the Time for Completion of Design Build Services

The Time for Completion shall be extended if the Developer is delayed or impeded in the performance of the Design-Build Services by reason of any of the following:

- (a) a change in time for completion is agreed by the Parties for adjustment to the Time for Completion;
- (b) an occurrence of Force Majeure as provided in GC Clause 10.5, loss or damage as a result of the occurrences set out in GC Clause 10.2;
- (c) any discriminatory change in the Applicable Law in accordance with GC Clause 10.7;
- (d) any default or breach of the Developer Agreement by the Authority; or
- (e) any other matter necessitating an extension of the Time for Completion in the Developer Agreement,

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the actual delay or impediment sustained by the Developer.

The Developer shall, at all times, use reasonable efforts to minimize any delay in the performance of its obligations under the Developer Agreement.

Notwithstanding anything contained in this Clause in respect of extension of time for Design Build services period, the concession period shall, subject to provision of GC Clause 3.1.2.1. remain 50 years.

3.3.5 Rate of Progress

If, at any time, the Developer's progress in respect of the Design-Build Services,

- (a) is too slow to complete the Design-Build Services in accordance with the Time for Completion; or
- (b) has fallen, or likely to fall, behind the current Time Schedule

other than as a result of a causes listed in GC Clause 3.3.4, then the PIU may instruct the Developer to submit a revised Time Schedule and supporting report describing the revised methods which the Developer proposes to adopt in order to expedite progress and complete the Design-Build Services.

Unless the PIU notifies otherwise, the Developer shall adopt the revised methods which may require increases in,

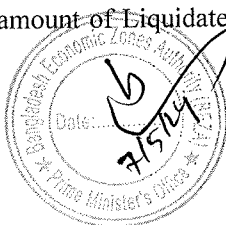
- (a) the working hours or in the numbers of Developer's Personnel, or both; or
- (b) Plant and Equipment,

at the risk and cost of the Developer.

3.3.6 Delay of Completion – Liquidated Damages - Delay

(1) The Developer guarantees that it shall attain Completion of the Basic Infrastructure in accordance with the Time for Completion specified in the SC and GC Clause 3.3.2 or in accordance with an extension of the Time for Completion granted to the Developer in accordance with GC Clause 3.3.4.

(2) If the Developer fails to attain Completion of the New Facilities within the Time for Completion, or any extension thereof in accordance with GC Clause 3.3.4, the Developer shall pay to the Authority liquidated damages in the amount specified in the SC ("Liquidated Damages - Delay"). The aggregate amount of Liquidated Damages - Delay shall in no event exceed the amount specified as



“Maximum” in the SC. The Authority may terminate the Developer Agreement pursuant to GC Clause 11.1 if the Developer reaches the “Maximum” level for Liquidated Damages – Delay.

(3) The payment or payments by the Developer of Liquidated Damages – Delay shall completely satisfy the Developer’s obligation to attain Completion of the New Facilities within the Time for Completion or any extension thereof.

(4) The payment or payments by the Developer of Liquidated Damages – Delay shall not in any way relieve the Developer of its obligations to complete the New Facilities or any other obligations and liabilities of the Developer under the Developer Agreement.

3.4 Starting of Operations Period

3.4.1 Commencement of the Operations Services

The Developer shall commence the Operations Services no later than the completion of the design build works and shall proceed with the Operations Services with due exception and without delay. If any part of the Design Build Services is completed and ready for operation, the Developer may, in consultation with the Authority, commence operation service for that part.

Article 4 – Obligations Of The Developer

4.1 Developer Obligations

Developer, as well as its contractors, shall comply with the following obligations:

- (a) To adhere to all Applicable Law, including the Act, the Rules, the governing Permit, and this Developer Agreement and any relevant Agreement;
- (b) To prepare, either individually or in cooperation with other Persons, the detailed master plan for the designated TP, including the land-use designations, social mitigation measures, and zoning plans, to be approved by the Authority under Applicable Law, including the Act, Rules, and any applicable resolution issued by the Governing Board and/ or the Government;
- (c) To develop the TP Lands and construct all On-Site Infrastructure, transportation connections, in accordance with all Applicable Law, including the Act, Rules, the governing Permit, and this Developer Agreement;
- (d) To develop the TP in a reasonable commercial fashion in conformity with all Applicable Law, including the Act, Rules, the governing Permit, and Developer Agreement, consistent with Bangladesh’s long-term sustainable economic development goals;
- (e) To submit to the Authority an annual report that provides the following information for the TP:
 - (i) Investments undertaken during the preceding calendar year and the investments projected for the forthcoming calendar year;
 - (ii) Area of designated TP Lands taken under development and the construction thereon;
- (f) To adhere to the performance requirements of the phased development schedule for the TP as specified in the governing Permit, Developer Agreement, and any other Applicable Law, as well as to the financial development obligations required by the Authority, such as the amount of, and time schedule for, capital and debt financing;
- (g) To comply with the environmental and labour related obligations prescribed by the Applicable Laws;

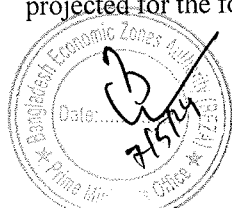


- (h) To pay all required fees, taxes, or any other dues owed to Authority;
- (i) To keep all company books, records, accounts, and financial statements in conformity with international financial reporting standards as subject to audit under Applicable Law; and
- (j) To comply with any other obligation under Applicable Law, including the Act, these Rules, the governing Permit, and Developer Agreement.
- (k) The Developer shall procure that each of the Project Contracts contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Developer in the event of Termination or suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Contracts shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Developer expressly agrees to include the Covenant in all its Project Contracts and undertakes that it shall, in respect of each of the Project Contracts, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party (ies) of each of the Project Contracts, where under such counter party (ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or suspension.

4.2 Developer Obligations during Operation Services

The Developer, as well as its contractors, shall comply with the following obligations during Operation Service:

- (a) To adhere to all Applicable Law, including the Act, Rules, the governing Permit, and Developer Agreement;
- (b) To monitor the activities of all TP Users and any TP Residents in accordance with all Applicable Law, as well as with the TP internal operating rules and procedures, including those rules and procedures related to health, safety, and environmental issues, and to notify the Authority of any TP User or TP Resident's statutory or regulatory violations or non-compliance;
- (c) To operate the TP in a reasonable commercial manner in conformity with all Applicable Law, including the Act, Rules, the governing Permit, and Developer Agreement, consistent with Bangladesh's long-term sustainable economic development goals;
- (d) To maintain at all times all On-Site Infrastructure, utilities and other basic services described in the governing Permit and Developer Agreement in fully operational condition;
- (e) To provide reasonably equal treatment to, and avoid discriminating against, any TP Users or TP Residents in accordance with Applicable Law;
- (f) To set fees for any utilities or other basic services provided in the TP in conformity with reasonable commercial considerations as regulated by Applicable Law;
- (g) To promote the TP in coordination with the Authority both nationally and internationally;
- (h) To submit to the Authority an annual report that provides the following information for the designated TP:
 - (i) Investments undertaken during the preceding calendar year and the investments projected for the forthcoming calendar year;



- (ii) Number, size, employment, investment, and business activities of all TP Users;
 - (iii) Area of TP Lands under operation and the On-site Infrastructure constructed thereon;
 - (iv) Details of Developer's financial statements (P&L, Cash Flow, Balance Sheets and any other relevant documents) including all the relevant schedules; and
 - (v) Other information deemed relevant by the Authority.
- (i) a quarterly basis report that provides the following information for the designated TP for each calendar month of TP operation:
- (i) Employment statistics, including the number of female workers employed;
 - (ii) The Volume and value of all income from the Tourism Park
 - (iii) The volume and value of all other sales, including all sales made to another TP customs-controlled area, as well as any sales made within Bangladesh; and
 - (iv) The total monetary value of investments in the Tourism Park.
- (j) To adhere to the performance requirements of the operation schedule for the TP as prescribed by the governing Permit, Developer Agreement, and any other Applicable Law, as well as to the financial operation obligations required by the Authority, such as the amount of, time schedule for, capital and debt financing in reference to Appendix 3A, 3B & 3C of this Agreement;
- (k) To provide the level of technical training to those Bangladeshi workers employed by the Developer as provided under the governing Permit, Developer Agreement;
- (l) To comply with the environmental and labour related obligations prescribed by Section 33 and Section 34 of the Act, Rules, and all Applicable Law;
- (m) To keep all company books, records, accounts, and financial statements in conformity with international financial reporting standards as subject to audit under Applicable Law;
- (n) To maintain all facilities and all On-Site Infrastructure in good working order in accordance with all Applicable Law, including the governing Permit, Developer Agreement;
- (o) To pay all required VAT, fees, taxes, or any other dues owed to Authority and other relevant Authorities;
- (p) To carry out any administrative function in the TP that is delegated by the Authority, in accordance with Applicable Law;
- (q) To provide adequate security and safety measures including fire safety at the perimeter and common areas of the designated TP; and
- (r) To comply with any other obligation under Applicable Law, including the Act, Rules, the governing Permit and Developer Agreement.

4.3 Access to the Site and New Facilities

The Developer shall, during both the Design-Build Period and the New Operations Period, provide to the Authority free and open access to the Site, the Existing Facility and the New Facilities at the Authority's request. The Authority shall make reasonable efforts to provide intimation to the Developer prior to the Authority's access but such intimation is not mandatory. The Authority's



authorized representative on the Site, the Existing Facility or at the New Facilities shall observe all safety and health regulations and instructions of the Developer.

The Developer shall give all reasonable access to any other contractors employed by the Authority on or near the Site to carry out their work.

The Developer shall also arrange to perform its work so as to minimize, to the extent possible, interference with the work of other contractors. The PIU shall determine the resolution of any difference or conflict that may arise between the Developer and other contractors and the workers of the Authority in regard to their work in accordance *with* GC Clause 8.6.

Article 5 – Obligations Of The Authority

5.1 Authority's Assistance to the Developer

The Authority shall use reasonable efforts to,

- (a) provide the Developer, contractors and Developer's Personnel with work permits and such other documents as shall be necessary to enable the Developer, contractors or Developer's Personnel to perform the Services;
- (b) arrange for Developer's Personnel and, if appropriate, their eligible dependents to obtain promptly all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Country;
- (c) facilitate the prompt clearance through customs of any property required for the Services and of the personal effects of the Developer's Personnel and their eligible dependents; and
- (d) issue to officials, agents and representatives of the Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Handover of and access to the Site

The Authority shall hand over physical possession of the Site and access thereto to the Developer for the proper execution of the Developer Agreement including all requisite rights of way.

5.3 Grant of lease rights

Subject to and in accordance with the terms and conditions set forth in this Development Agreement and Land Lease Agreement, the Authority hereby grants to and authorizes the Developer the Lease hold rights according to the Land Lease Agreement (Appendix 10).

5.4 Reviews and Approvals of Submissions

Except as otherwise provided in this Developer Agreement, if the Developer submits a plan, report or other documentation to the PIU in writing requiring approvals, the PIU shall review and either approve or provide written comment on the Developer's submission no later than 14 days (or 45 days for a master plan) after the day of submission by the Developer to the PIU.

If the PIU fails to approve or refuses to approve the Developer's submission in accordance with this GC Clause 5.4, the Developer shall notify the Authority in writing that it has not received the approvals of its submission.



If the PIU fails to respond to the Developer's written notification pursuant to this GC Clause 5.4 within 14 days (or 45 days for a master plan) after the receipt by the PIU, as applicable, the Developer's submission shall be deemed to be approved.

Article 6: General Rights, Duties and Obligations of the Authority and Developer

6.1 On Developer's Part:

(1) Applicable Permits

The Developer shall at all times during the Developer Agreement Period obtain, maintain and comply with the Applicable Permits.

(2) Taxes and duties

The Developer shall during the Developer Agreement Period pay in a timely manner all applicable taxes, duties, levies, VAT, cess and charges including but not limited to income tax, sales tax, excise duty, customs duty, service tax and octroi that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project/the Project Facilities.

(3) Engagement of Contractors

The Developer may engage a third party entity as a Contractor or a Management Contractor, entrusting it with the responsibilities of constructing or operating and managing the Project Facilities either fully or a material part of it, as per Performance Standards. Provided that:

- (a) the Developer shall notify the Authority of its intention to engage such Contractor.
- (b) the Authority shall form a committee for selection and engagement of such Contractor, representing the Developer and the Authority within 7 days of such notification. The Committee shall recommend engagement of such Contractor within 7 days of formation of the committee, except the following:

The persons/entities/contractors who are barred by any department of the Government from carrying out any government works, shall not be approved for engagement as a Contractor. Any entity/entities, in which such persons/entities/contractors have a stake or representation in any form, shall not also be approved for engagement as Contractors.
- (c) The Developer shall at all times be solely responsible for all its obligations under this Agreement notwithstanding any such engagement and anything contained in any Project Contracts or any other agreement, and no default under any Project Contract or agreement shall excuse the Developer from its obligations or liability hereunder and the Developer shall at all times be solely responsible for non-performance or for any defect, deficiency or delay in the construction and erection and/or installation of the structures/equipment or any part thereof and for the operation and maintenance of the Project/the Project Facilities in accordance with the provisions of this Agreement.
- (d) The Developer should have obtained requisite security clearance for the Contractor the Developer intends to engage.
- (e) The Developer shall ensure that the Project Contracts contain provisions that entitle the Authority to step into such contract in its sole discretion in substitution of the Developer in the event of termination or suspension of this Agreement.



(f) Any contract that it enters with an Affiliate in respect of the Project shall be on an arm's length basis. Provided further that the Developer may engage or hire individuals and advisors on its own as employees or advisors possessing the requisite skill, expertise and capability for designing, engineering, procurement and construction of civil/mechanical/electrical engineering structures/equipment, and/or operation and maintenance of the Project Facilities.

(4) Condition Survey prior to Expiry of the Agreement

(a) The Developer agrees that at least 6 (six) months prior to the expiry of the Developer Agreement Period, it shall cause to be conducted at its cost by an Expert appointed by the Parties by mutual consent, a condition survey and an inventory of the entire Project Facilities in the books of accounts of the Developer. The Developer shall maintain and repair the Project Facilities on a regular basis, to achieve the Performance Standards, so that they are in usable state at the time of expiry of the Agreement. However, reduction of efficiency due to normal wear and tear, shall be accepted. Provided that the opinion of the Expert with respect to the usability of the Project Facilities shall be final.

The following provisions shall apply:

If, as a result of such survey, the Expert observes/notices that the Project Assets and/or the Project Facilities or any part thereof is not usable, the Developer shall, at its cost and expenses, take all necessary steps to put the same in usable condition well before the Transfer Date.

In the event the Developer fails to comply with this provision before expiry of the Developer Agreement Period, the Authority may itself cause the condition survey and inventory of the Project Assets and Project Facilities and remove any defect or deficiency.

6.2 On the Authority's part:

(1) Authority's assistance in obtaining Approvals, Permits and Licenses

The Authority shall, at the written request of the Developer, but without guarantees and/or without assuming any responsibility in that regard, issue recommendatory letters and make best efforts to assist the Developer in obtaining all the Applicable Permits including renewals thereof. Provided that, nothing contained in this clause shall relieve the Developer of its obligations under this Agreement to obtain the Applicable Permits and to keep them in force and effect throughout the Developer Agreement Period.

(2) General rights of inspection and verification

The Authority may, during the Agreement period, itself or by appointment of Experts inspect and verify the performance of obligations of the Developer in accordance with this Developer Agreement.

6.3 On the part of Authority and the Developer:

(1) Compliance with Applicable Laws

The Parties shall perform their respective obligations under this Agreement in accordance with the Applicable Laws and Applicable Permits.

(2) Rights to Documents

(a) Authority's Documents:



Documents and computer programs or copies thereof, if any, provided by the Authority to the Developer, shall always remain the property of the Authority. Such documents, computer programs and/or copies shall not be used by the Developer for the purposes other than for the Project. Such documents, computer programs and/or copies thereof shall, unless otherwise agreed by the Authority, be returned by the Developer to the Authority on the Transfer Date.

(b) Developer's Documents:

Documents and computer programs developed by the Developer for construction of New Facilities and operation and/or maintenance of Naf Tourism Park shall be handed over by the Developer to the Authority free of cost on the Transfer Date.

(c) Confidentiality:

All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Developer Agreement Period.

(3) Obligation to Cooperate

The Parties shall mutually cooperate with each other in order to achieve the objectives of this Agreement.

Article 7 – Returns To The Authority And Payment

7.1 Returns to the Authority

Developer shall Pay to the Authority by the be as follows:

- (i) A one-time up-front payment payable at the time or before signing of the Developer Agreement;
- (ii) An annual land lease payment per square meter per annum specified in the Land Lease Agreement of released land from the date delivery of physical possession of the leased land to the Developer;
- (iii) Payment of Revenue Share according to Revenue -sharing arrangement made under this Agreement; and
- (iv) Payment of additional amount as per the escalation formula Prescribed in the Land Lease Agreement.

Applicable Value Added Tax (VAT), on the above payments shall be borne by the developer. The above amounts to be paid by the Developer to the Authority shall be as specified in Appendix 2 of the Developer Agreement. Unless indicated otherwise in the SC, they are not subject to any alteration.

7.2 Terms of Payment

- (1) The amounts shall be paid as specified in the corresponding Terms and Procedures of Payment Appendix 2 to the Developer Agreement. The procedures to be followed for making payments shall be those outlined in the same Appendix.
- (2) In the event that the Developer fails to make any payment by respective due date or within the period set forth in the Developer Agreement, the interest on the amount of such delayed payment shall



be at the rate shown in the SC and as specified in the SC for the period of delay until payment has been made in full.

(3) The currency or currencies in which payments are made by the Developer under this Developer Agreement shall be as specified in the SC.

(4) All payments shall be made in the currency or currencies specified in the corresponding Terms and Procedures of Payment Appendix pursuant to this clause.

7.3 Securities

7.3.1 Performance Security

The Developer shall provide a security for the Developer's proper performance of the Developer Agreement to the Authority no later than the date specified in the Bidding Documents (the "Performance Security").

Performance Security shall be,

- a) In the amount specified in the SC;
- b) Denominated in the currency or currencies of the Developer Agreement, or in a freely convertible currency acceptable to the Authority; and
- c) Shall be in the form specified in the Bidding Documents or in another form approved by the Authority.

The Performance Security in the form of bank guarantee shall be issued by either,

- a. A bank located in Bangladesh; or
- b. A foreign bank through a correspondent bank located in Bangladesh.

The Performance Security shall be valid until 60(sixty) days beyond the intended completion date for design build Services.

The Authority shall return the Performance Security within reasonable time after its expiration.

The cost of complying with this GC Clause 7.3.1 shall be borne by the Developer.

7.4 Taxes and Duties

Except as otherwise specifically provided in the Developer Agreement, the Developer shall bear and pay all taxes, duties, levies and charges (the "Taxes") assessed on the Developer, its Contractors or their employees by all municipal, state or national government authorities in connection with the Services in and outside of the Country.

If any tax exemptions, reductions, allowances or privileges may be available to the Developer in the Country, the Authority shall use reasonable efforts to enable the Developer to benefit from any such tax savings to the maximum allowable extent.

7.5 Escrow Account

(1) The Developer shall maintain an escrow account with a Bank approved by the Lenders ("Escrow Account"), during the subsistence of this Agreement and enter into an agreement substantially in the format prescribed in Appendix 8 with such Bank to ensure that all proceeds for financing the Project and all revenues and other receipts arising from the Project and under any agreements, including this Agreement received by the Developer are deposited into such Escrow Account. Provided, the Developer shall not deposit any amounts including the cesses and duties collected by it from the users on behalf of the Authority or such other authority or pursuant to any other instructions in respect thereof in the Escrow Account and shall deposit the same in a separate account dedicated for the same and maintained by it in trust for the Authority or such other authority.



(2) Withdrawals and appropriations during the Developer Agreement Period, at any relevant time, from the Escrow Account shall be in the following order of priority:

- (a) For all taxes due and payable by the Developer;
- (b) Towards payment of License Fee, if any;
- (c) All construction/implementation expenses relating to the Project/Project Facilities, subject to limits if any set out under the Financing Documents;
- (d) All expenses relating to operations and management of the Project/Project Facilities, subject to limits if any set out under the Financing Documents;
- (e) Towards its debt service obligations under the Financing Documents;
- (f) Towards payment payables to the Authority and Damages, if any;
- (g) Towards any reserve requirements in accordance with the Financing Documents; and the Developer shall be at liberty to withdraw any sums outstanding in the Escrow Account after all the aforesaid payments due in any Quarter have been made and/or adequate reserves have been created in respect thereof for that Quarter. Provided, upon issuance of Termination Notice and/or suspension of the Developer Agreement in accordance with the provisions of this Agreement, withdrawal from the Escrow Account shall be made only in accordance with the written instructions of the Authority and the Lenders.

(3) All amounts standing to the credit of the Escrow Account at the end of the Developer Agreement Period or on Termination of this Agreement including amounts credited to the Escrow Account towards compensation payable shall be appropriated in the following order of priority:

- (a) Towards taxes and statutory dues payable by the Developer;
- (b) Compensation to Lenders in terms of the Financing Documents towards discharge of the Developer's liability under such Financing Documents;
- (c) All amounts due to the Authority and amounts payable towards transfer of the Project Facilities by the Developer in accordance with this Agreement; and
- (d) the Developer shall be at liberty to withdraw any sums outstanding in the Escrow Account after all the aforesaid payments due have been made and/or adequate reserves have been created in respect thereof to the satisfaction of the Lenders and the Authority.

Article 8 – Developer Agreement Administration And Supervision During The Design-Build And New Operations Periods

8.1 Design-Build Supervision

The Authority shall appoint the PIU who shall be responsible for Developer Agreement management and supervision during the Design-Build Period and operation period.

8.1.1 PIU's Duties and Authority (Design-Build Period)

The general involvement and role of Project Implementation Unit (PIU) shall include but not limited to:

- (i) Reviewing, inspecting and monitoring of construction works, examining the designs and drawings and conducting tests and issuing completion certificates during the construction period;
- (iii) Identifying delays and lapses that require action for enforcing the agreement terms;



- (iv) Determining, where necessary, the reasonableness of costs for any works or services, as required under the Development Agreement;
- (v) Certifying the works done by Developer during different Phases design build Services;
- (vi) Determining the period or extension thereof, for performing any duty or obligations, as required under the Agreement;
- (vii) Preparing monthly progress reports and submitting to the Executive Chairman, BEZA;
- (viii) Recommending any variation considering the ground situation. Executive Chairman; and
- (ix) Carrying out such other responsibilities as are assigned by BEZA.

8.1.1.1 The PIU shall have no authority to amend or make changes to the Developer Agreement.

8.1.1.2 Except as specifically provided otherwise in the Developer Agreement, the PIU may exercise the authority as specified in or necessarily to be implied from the Developer Agreement. The Authority undertakes not to impose further constraints on the PIU's authority, except as agreed with the Developer.

8.1.1.3 If the PIU exercises a specified authority for which the Authority's approval is required then, for the purposes of the Developer Agreement, the Authority shall be deemed to have given approval.

Except as otherwise stated in the Developer Agreement,

- (a) If the PIU carries out duties or exercises authority, specified in or implied by the Developer Agreement, the PIU shall be deemed to act for the Authority;
- (b) The PIU has no authority to relieve any Party of any duties, obligations or responsibilities under the Developer Agreement; and
- (c) Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by the PIU, including absence of disapproval, shall not relieve the Developer from any responsibility it has under the Developer Agreement, including responsibility for errors, omissions, discrepancies and non-compliances.

8.1.2 Delegation by the PIU

The PIU may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, or independent inspectors appointed to inspect or test items of Plant or Equipment. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. Unless otherwise agreed by both Parties, the PIU shall not delegate the authority to determine any matter in accordance with GC Clause 8.1.5.

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in GC Clause 1.3.1.

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Developer to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the PIU. However,



(a) any failure to disapprove any work or Plant and Equipment shall not constitute approval, and shall therefore not prejudice the right of the PIU to reject the work or the Plant and Equipment; and

(b) if the Developer questions any resolution or instruction of an assistant, the Developer may refer the matter to the PIU, who shall promptly confirm, reverse or vary the resolution or instruction.

8.1.3 Instructions of the PIU

The PIU may issue to the Developer, at any time during the Design-Build Period, instructions which may be necessary for the execution of the Design-Build Services and the remedying of any defects, all in accordance with the Developer Agreement. The Developer shall only take instructions from the PIU, or from an assistant to whom the appropriate authority has been delegated under GC Clause 8.1.2.

The Developer shall comply with the instructions given by the PIU or delegated assistant, on any matter related to the Developer Agreement. These instructions shall be given in writing.

8.1.4 Replacement of the PIU

If the Authority intends to replace the PIU, the Authority shall, not less than 42 days before the intended date of replacement, give notice to the Developer of the name, address and relevant experience of the intended replacement PIU. The Authority shall not replace the PIU with a person against whom the Developer raises reasonable objection by notice to the Authority, with supporting particulars.

8.1.5 Resolutions by the PIU

Whenever the Developer Agreement provides that the PIU to proceed in accordance with this GC Clause 8.1.5 to agree or resolve any matter, the PIU shall consult with each Party in an endeavor to reach an agreement. If an agreement is not achieved, the PIU shall make a fair resolution in accordance with the Developer Agreement, taking due regard of all relevant circumstances.

The PIU shall give notice to the Parties of each agreement or resolution, with supporting particulars. Each Party shall give effect to each agreement or resolution unless and until revised under GC Clause 1.9.

8.2 Operations Supervision

8.2.1 PIU's Duties and Authority The PIU shall have the general authority to review, inspect, supervise and guide the operations and maintenance arrangements, and monitoring compliance with the performance and maintenance standards, during the operations period.

8.2.2 The PIU may exercise the authority attributable to the PIU as specified in or necessarily to be implied from the Developer Agreement. The Authority undertakes not to impose further constraints on the PIU's authority, except as agreed with the Developer.

8.2.3 If the PIU is required to obtain the approval of the Authority before exercising a specified authority, the requirements shall be stated in the SC. If the PIU exercises a specified authority for which the Authority's approval is required, then for the purposes of the Developer Agreement the Authority shall be deemed to have given approval.

8.2.4 Except as otherwise stated in these General Conditions,



- (a) whenever carrying out duties or exercising authority, specified in or implied by the Developer Agreement, the PIU shall be deemed to act for the Authority;
- (b) the PIU has no authority to relieve either Party of any duties, obligations or responsibilities under the Developer Agreement; and
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the PIU, including absence of disapproval shall not relieve the Developer from any responsibility it has under the Developer Agreement, including responsibility for errors, omissions, discrepancies and non-compliances and non-performance.

8.3 Operations - Delegation by the PIU

The PIU may from time to time assign duties and delegate authority to PIU assistants, and may also revoke such assignment or delegation. Unless otherwise specified by the PIU in writing, all instructions, approvals, certificates, consents, notices, requests or similar acts of the PIU shall be issued by the PIU. The PIU shall not delegate the authority to determine any matter in accordance with GC Clause 8.6

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in the SC.

Each assistant, to whom duties have been assigned or authority has been delegated shall only be authorized to issue instructions to the Developer to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the PIU. However,

- (a) any failure to disapprove any work shall not constitute approval, and shall therefore not prejudice the right of the PIU to reject the work; and
- (b) if the Developer questions any resolution or instruction of an assistant, the Developer may refer the matter to the PIU, who shall promptly confirm, reverse or vary the resolution or instruction.

8.4 Instructions of the PIU

The PIU may issue to the Developer, at any time, instructions which may be necessary for the execution of the Operations Services and the remedying of any defects, all in accordance with the Developer Agreement. The Developer shall only take instructions from the PIU, or from an assistant to whom the appropriate authority has been delegated under GC Clause 8.1.2.

The Developer shall comply with the instructions given by the PIU, or delegated assistant, on any matter related to the Developer Agreement. These instructions shall be given in writing.

8.5 Change in the PIU

The Authority may, in its sole discretion, change the members of the PIU. If the Authority intends to change the PIU, it shall give the Developer 30 days prior notice in writing of the change.

8.6 Resolutions by the PIU

Whenever these General Conditions provide that the PIU shall proceed in accordance with this GC Clause 8.6 to agree or resolve any matter, the PIU shall consult with each Party in an endeavour to



reach an agreement. If an agreement is not achieved, the PIU shall make a fair resolution in accordance with the Developer Agreement, taking due regard of all relevant circumstances. The PIU shall give notice to both Parties of each agreement or resolution, with supporting particulars.

Article 9 - Representatives, Staff And Subcontracting

9.1 Representatives

9.1.1 Authority's Representative

The Authority's representative (the "Authority's Representative") shall be the PIU. .

The Authority may change its representative from time to time and shall give notice of the change without delay. The Authority shall not change its representative at a time and in such a manner as to impede the progress of either the Design-Build Services or the Operations Services.

The Authority's Representative shall represent and act for the Authority at all times during the performance of the Developer Agreement. All notices, instructions, orders, certificates, approvals and all other communications under the Developer Agreement by the Authority shall be given by the PIU, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Developer to the Authority under the Developer Agreement shall be given to the PIU, except as herein otherwise provided.

9.1.2 Developer's Representative

1. If the Developer's representative is not named in the SC, the Developer shall name its representative (the "Developer's Representative") no later than 14 days after the Effective Date and shall request the Authority to approve the proposed Developer's Representative. If the Authority makes no objection to the proposed Developer's Representative, the Developer's Representative shall be deemed approved.
2. If the Authority objects to the proposed Developer's Representative before the expiration of 14 days after the proposal, the Developer shall propose a replacement no later than 14 days after receiving the Authority's objection and reasons for the objection.
3. The Developer's Representative shall represent and act for the Developer at all times during the performance of the Developer Agreement. All notices, instructions, orders, certificates, approvals and all other communications under the Developer Agreement by the Developer shall be given by the Developer's Representative, except as herein otherwise provided.
4. All notices, instructions, information, and other communications given by the Authority to the Developer under the Developer Agreement shall be given to the Developer's Representative.
5. The Developer shall not revoke the appointment of the Developer's Representative without the Authority's prior written consent. If the Authority consents thereto, the Developer shall appoint some other person as the Developer's Representative.
6. The Developer's Representative may, subject to the approval of the Authority, which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Developer's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or



revocation shall take effect unless and until a copy thereof has been delivered to the Authority and the PIU.

7. Any act or exercise by any person of powers, functions and authorities so delegated to him or her shall be deemed to be an act or exercise by the Developer's Representative.

9.2 Developer's Superintendence

Throughout the term of the Developer Agreement, the Developer shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the Services.

Superintendence shall be given by sufficient number of persons having adequate knowledge of the language for communications as set out in the SC and of the operations to be carried out, including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents, for the satisfactory and safe execution of the Services.

The Developer's Representative shall appoint a suitable person as construction or operations manager as applicable (the "Manager"). The Manager shall supervise all work done at the Site, Existing Facility and New Facilities by the Developer and shall be present at the Site, Existing Facility or New Facilities through normal working hours except when on leave, sick or absence connected with the proper performance of the Developer Agreement. Whenever the Manager is absent from the Site, Existing Facility or New Facilities, a suitable person shall be appointed to act as his or her deputy.

9.3 Developer's Personnel

The Developer shall provide and employ on the Site for the performance of the Services such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Developer Agreement (the "Developer's Personnel"). The Developer is encouraged to use local labour that has the necessary skills. The Developer shall provide all expertise needed to carry out the Services including the expertise listed in the Developer's Expertise Appendix.

Unless otherwise provided in the Developer Agreement, the Developer shall be responsible for the recruitment, employment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Developer Agreement and for all payments in connection therewith.

The Developer shall be responsible for obtaining all necessary permits and visas from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the Country.

The Developer shall at its own expense provide the means of repatriation to all of its and its Contractor's personnel employed on the Developer Agreement at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Developer Agreement to the date programmed for their departure. In the event that the Developer defaults in providing such means of transportation and temporary maintenance, the Authority may provide the same to such personnel and recover the cost of doing so from the Developer.

The Developer shall at all times during the progress of the Developer Agreement use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Contractors.

The Developer shall, in all dealings with its labour and the labour of its Contractors currently employed on or connected with the Developer Agreement, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.



9.4 Replacement of Developer's Personnel

The PIU may require the Developer to remove and replace any member of the Developer's Personnel who,

- (a) Persists in any misconduct or lack of care;
- (b) Carries out duties incompetently or negligently;
- (c) Fails to comply with any provision of the Developer Agreement; or
- (d) Persists in any conduct which gives the Authority reasonable cause to be dissatisfied with him or her.

9.5 Existing Staff

If the Developer is obliged to retain staff employed by the Authority as stated in the SC, it shall do so in accordance with the Developer's Expertise Appendix.

9.6 Contractors

The Developer may enter into any contract with intimation to the Authority in respect of the Design-Build Services and the Operations Services, as set out in the Bidding Documents.

The Developer shall be responsible for the observance by its Contractors of the terms and conditions of the Developer Agreement and shall ensure that all relevant terms of the Developer Agreement are included in the Developer's contracts with Contractors.

Contracting with any third entity by the Developer shall not relieve the Developer of any of its obligations under the Developer Agreement and the Developer shall be responsible for the acts, omissions and defaults of all Contractors, and employees, agents of the Contractors.

Article 10- Liability And Risk Distribution

10.1 Defect Liability

1. The Developer warrants that the Site and New Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the work executed.
2. The Defect Liability Period shall be 12 months after the date of Completion of the New Facilities and issuance of completion certificate by the PIU.
3. If during the Defect Liability Period any defect is found in the design, engineering, materials and workmanship of the Site, New Facilities or Plant and Equipment supplied or the work executed by the Developer, the Developer shall promptly, in consultation and agreement with the Authority regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good, as may be required, such defect as well as any damage to the New Facilities caused by such defect. The Developer shall not be responsible for the repair, replacement or making good of any defect or of any damage to the New Facilities arising out of or resulting from normal wear and tear.
4. The Authority shall give the Developer a written notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Authority shall give all reasonable opportunity for the Developer to inspect any such defect.
5. The Authority shall give the Developer all necessary access to the Site to enable the Developer to perform its obligations under this clause.
6. The Developer may, with the consent of the Authority, remove from the Site any Plant and Equipment, Developer's Equipment (Design-Build) and Developer's Equipment (Operations) or any



part of the New Facilities that are defective if the nature of the defect, or any damage to the New Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

7. If the repair, replacement or making good is of such a character that it may affect the efficiency of the New Facilities or any part thereof, the Authority may give to the Developer a notice requiring that tests of the defective part of the New Facilities shall be made by the Developer immediately upon completion of such remedial work, whereupon the Developer shall carry out such tests.

8. If such part fails the tests, the Developer shall carry out further repair, replacement or making good, as the case may be, until that part of the New Facilities passes such tests. The tests shall be agreed upon by the Authority and the Developer.

9. If the Developer fails to commence the work necessary to remedy such defect or any damage to the New Facilities caused by such defect within a reasonable time, which shall in no event be considered to be less than 15 days, the Authority may, following notice to the Developer, proceed to do such work, and the reasonable costs incurred by the Authority in connection therewith shall be paid to the Authority by the Developer or may be deducted by the Authority from any monies due to the Developer or claimed under the Performance Security.

10. If the New Facilities or any part thereof cannot be used by reason of such defect or for not making good of such defect, the Defect Liability Period of the New Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the New Facilities or such part cannot be used by the Authority because of any of the aforesaid reasons.

11. The Developer shall also provide an extended warranty for any such component of the New Facilities and during the period of time as may be specified in the SC. Such obligation shall be in addition to the Defect Liability Period specified under this GC Clause 10.1.

10.2 Care of the Site and New Facilities

The Developer shall be responsible for the care and custody of the Site, Existing Facility and New Facilities or any part thereof until the End Date and shall make good at its own cost any loss or damage that may occur to the Site, Existing Facility or New Facilities from any cause whatsoever during such period. The Developer shall also be responsible for any loss or damage to the Site, Existing Facility or New Facilities caused by the Developer or its Contractors in the course of any work carried out. The Developer should get all insurance covers/policies as in normal and shall, at its own expense, take out and maintain in effect or cause to be taken out and maintained in effect, during the performance of the Developer Agreement. The Developer is obliged to reinstate all damaged works and losses with such insurance proceeds received.

If the Developer does not make good any loss or damage to the New Facilities thereby occasioned, the Authority shall either request a change, excluding the performance of that part of the New Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of New Facilities, the Authority shall be entitled to terminate the Developer Agreement pursuant.

The Developer shall be liable for any loss of or damage to any Developer's Equipment (Design-Build), Developer's Equipment (Operations) or any other property of the Developer used or intended to be used for purposes of the Site, Existing Facility or the New Facilities.

With respect to any loss or damage caused to the New Facilities or any part thereof, the Developer's Equipment (Design-Build) or the Developer's Equipment (Operations) by reason of any of the matters and provisions specified in GC clause 10.7 shall apply.



10.3 Indemnification

Subject to this clause, the Developer shall indemnify and hold harmless the Authority and its employees and officers and PIU from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature including any third party claim and any consequential damages, whatsoever, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property, arising in connection with the Developer's performance of the Services and by reason of the negligence of the Developer or its Contractors, or their employees, officers or agents, for all Customer acts, deeds, for any claims linked to Customer negligence, except any injury, death or property damage caused by the negligence of the Authority, its contractors, employees, officers or agents.

If any proceedings are brought or any claim is made against the Authority that might subject the Developer to liability under this clause, the Authority shall promptly give the Developer a notice thereof and the Developer may at its own expense and in the Authority's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Developer fails to notify the Authority prior to the expiration of 30 days after receipt of a notice given pursuant to this GC Clause 10.3 that it intends to conduct any such proceedings or claim, then the Authority shall be free to conduct the same on its own behalf. Unless the Developer has so failed to notify the Authority within the 30-day period, the Authority shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Authority shall, at the Developer's request, provide all available assistance to the Developer in conducting such proceedings or claim, and shall be reimbursed by the Developer for all reasonable expenses incurred in so doing.

The Authority shall indemnify and hold harmless the Developer and its employees, officers and Contractors from any liability for loss of or damage to property of the Authority that is caused by fire, explosion, floods or any other perils, in excess of the amount recoverable from insurances procured under GC Clause 10.5, provided that such fire, explosion, floods or other perils were not caused by any act or omission of the Developer.

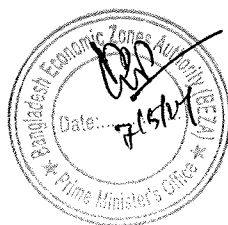
The Party entitled to the benefit of an indemnity under this clause shall take all reasonable measures to mitigate any loss or damage, which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

10.4 Insurance

10.4.1 The Developer shall provide, in the joint names of the Authority and the Developer, insurance cover from the Start Date to the end of Developer Agreement, in the amounts specified in the SC for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Developer Agreement; and
- (d) personal injury or death.

The Developer shall deliver policies and certificates of insurance to the PIU, for the PIU's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions required to rectify the loss or damage incurred.



The Developer shall deliver policies and certificates of insurance to the PIU, for the PIU's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions required to rectify the loss or damage incurred.

If the Developer does not provide any of the policies and certificates required, the PIU may effect the insurance which the Developer should have provided and recover the premiums the PIU has paid from performance security otherwise due to the Developer or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the PIU.

10.4.2 During the performance of the Developer Agreement, the Developer shall, at its own expense, take out and maintain the insurances mentioned below in the sums and with the deductibles and other conditions specified in the SC:

(a) This policy shall covers all the risks like, fire, lightning, explosion, accidental damage during storage; Riot, strike and malicious damage; Flood, inundation and subsidence; storm, tempest, cyclone, hurricane; earthquake, landslide, epidemic, theft and burglary; and accidental damage during development and operation, wherein Third Party Liability and Earthquake Insurance must be specifically included which will incur additional premium. Insurance cover from the Start Date to the end of Developer Agreement, in the amounts specified in the SC for the following events which are due to the Developer's risks:

- (i) loss of or damage to the Works, Plant, and Materials;
- (ii) loss of or damage to Equipment;
- (iii) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Developer Agreement; and
- (iv) personal injury or death.

Amount of CAR coverage must be based on the total Developer Agreement value while Third Party Insurance coverage is a minimum of BDT 10 (ten) crore;

(b) Worker's Compensation policy; and

(c) Other Insurance as may be required such as Insurance during transportation, Insurance of project on site infrastructure, Operational damage Insurance, Consequential loss Insurance, Mechanical or electrical failure Insurance, Automobile liability insurance, Political risk Insurance, Directors' and officers' liability insurance, Third Party Liability and such others as required.

10.4.3 The Authority shall be named as co-insured under all insurance policies taken out by the Developer, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Developer's Contractors shall be named as co-insured under all insurance policies taken out by the Developer pursuant to this clause, except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Developer Agreement shall be waived under such policies.

The Developer shall deliver to the Authority certificates of insurance, or copies of the insurance policies, as evidence that the required policies are in full force and effect. The certificates shall provide that no less than 21 days' notice shall be given to the Authority by insurers prior to cancellation or material modification of a policy.



The Developer shall, where applicable, ensure that the Contractors take out and maintain in effect adequate insurance policies for their employees, vehicles and for work executed by them under the Developer Agreement, unless such Contractors are covered by the policies taken out by the Developer.

Unless otherwise provided in the Developer Agreement, the Developer shall prepare and conduct all and any claims made under the policies affected by it pursuant to this clause and all monies payable by any insurers shall be paid to the Developer. The Authority shall give to the Developer all such reasonable assistance as may be required by the Developer. With respect to insurance claims in which the Authority's interest is involved, the Developer shall not give any release or make any compromise with the insurer without the prior consent of the Authority.

The Developer shall comply with the conditions stipulated in each of the insurance policies. The Developer shall make no material alteration to the terms of any insurance without the prior approval of the Authority. If an insurer makes, or purports to make, any such alteration, the Developer shall notify the Authority immediately.

Nothing in this clause limits the obligations, liabilities or responsibilities of the Developer, under the other terms of the Developer Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Developer.

The form of the policies shall be subject to the prior approval of the Authority. The Developer shall submit appropriate certificates of insurance demonstrating that the Developer has met its obligations pursuant to this clause to the Authority before the commencement of design build period.

10.5 Force Majeure

"Force Majeure" shall mean any event,

- (a) beyond the reasonable control of the Authority or of the Developer, as the case may be; and
- (b) which is unforeseeable and unavoidable notwithstanding the reasonable care of the Party affected.

Force Majeure shall include the events listed below in this Clause, if the conditions set out in this Clause (a) and (b) are satisfied:

- (a) war, hostilities or warlike operations, whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
- (b) rebellion, revolution, insurrection, mutiny, riot, civil commotion and terrorist acts;
- (c) mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;
- (d) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster; and

If the Parties are prevented, hindered or delayed from or in performing any of their obligations under the Developer Agreement by an event of Force Majeure, then the relevant Party shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Developer Agreement for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time



for Completion shall be extended in accordance with GC Clause 3.3.4 for events of Force Majeure during the Design-Build Period.

The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Developer Agreement and to fulfill its or their obligations under the Developer Agreement, but without prejudice to either Party's right to terminate the Developer Agreement under GC Clauses 10.5 and 10.6.

No delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall,

- (a) constitute a default or breach of the Developer Agreement; or
- (b) subject to GC Clauses 10.2, and 10.6, give rise to any claim for damages or additional Cost occasioned thereby,

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

If the performance of the Developer Agreement is substantially prevented, hindered or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the term of the Developer Agreement, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Developer Agreement by giving a notice to the other, but without prejudice to either Party's right to terminate the Developer Agreement under GC Clause 10.7.

Termination of this Developer Agreement may be applied in accordance with Article 11 of this Agreement.

10.6 War Risks

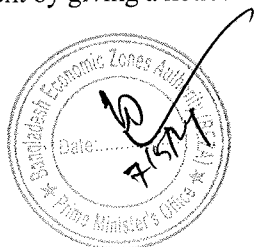
"War Risks" shall mean any event specified in GC Clause 10.6 (a), (b) and (c) and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the Country.

Notwithstanding anything contained in the Developer Agreement, the Developer shall have no liability whatsoever for or with respect to,

- (a) destruction of or damage to the Site and Plant and Equipment or any part thereof;
- (b) destruction of or damage to property of the Authority or any Third Party; or
- (c) injury or loss of life,

if such destruction, damage, injury or loss of life is caused by any War Risks, and the Authority shall indemnify and hold the Developer harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

If, during the term of the Developer Agreement, any War Risks occur that financially or otherwise materially affect the execution of the Developer Agreement by the Developer, the Developer shall use its reasonable efforts to execute the Developer Agreement with due and proper consideration given to the safety of its and its Contractors' personnel engaged in the work on the Services. If the execution of the Services becomes impossible or is substantially prevented for a single period of more than 60 days or an aggregate period of more than 120 days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Developer Agreement by giving a notice to the other.



10.7 Change in Laws and Regulations

If, after a date which is 30 days prior to the Submission Deadline in the Bidding Documents, in the Country, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Developer or the Time for Completion, the Time for Completion shall be reasonably adjusted to the extent that the Developer has thereby been affected in the performance of any of its obligations under the Developer Agreement.

10.8 Functional Guarantees

The Developer guarantees that during the Tests and Inspection set out in DBSA Article 4, the New Facilities and all parts thereof shall attain the Functional Guarantees specified in the Technical Standards Appendix (the "Functional Guarantees"), subject to and upon the conditions therein specified.

If the minimum level of the Functional Guarantees is not met either in whole or in part, the Developer shall at its cost and expense make any such changes, modifications or additions to the New Facilities or any part thereof as may be necessary to meet at least the minimum level of the Functional Guarantees. The Developer shall notify the Authority upon completion of the necessary changes, modifications or additions, and shall request the Authority to repeat the applicable Tests and Inspection until the minimum level of the Functional Guarantees has been met. If the Developer fails to meet the minimum level of Functional Guarantees, the Authority may consider termination of the Developer Agreement, pursuant to GC Clause 11.1.

If the Functional Guarantees are not attained either in whole or in part, but the minimum level of the Functional Guarantees is met, the Developer shall, at the Developer's option, either

- (a) make such changes, modifications or additions to the New Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Authority to repeat the Tests and Inspection; or
- (b) pay liquidated damages to be determined by the Authority in respect of the failure to meet the Functional Guarantees.

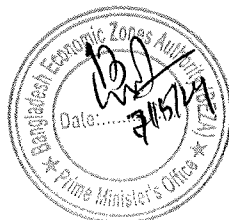
The payment of liquidated damages under this GC Clause 10.8 up to the limitation of liability specified in the SC, shall completely satisfy the Developer's guarantees under this GC Clause 10.8, and the Developer shall have no further liability whatsoever to the Authority in respect thereof.

Article 11– Suspension And Termination Of Developer Agreement And Consequence Thereof

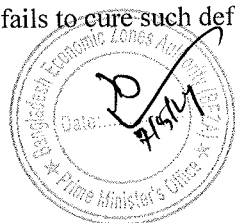
11.1 Developer event of default:

A developer Event of Default means any of the following events unless such an event has occurred as a consequence of the Authority Event of Default or a Force Majeure Event:

- (i) violations by the Developer of any Applicable Law, including the Act, Rules, or the governing Permit, the Authority, upon the approval of the Governing Board and or the Government;
- (ii) the Developer's failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement;



- (iii) construction at the Project Site is abandoned for more than 90 (ninety) days during the Construction Phase;
- (iv) delay of more than 120 days in achieving a Project Milestone from what is specified in the Project Schedule;
- (v) delay or failure in payment of Land lease money as per the Land Lease Agreement and other payments as per the developer agreement by the developer to the Authority for more than 90 (ninety) days from the last date when it becomes due.
- (vi) the Developer's failure to perform or discharge any of its obligations under any other Project Contract, which has or is likely to affect the Project/the Project Facilities, materially and which has not been rectified within 30 days;
- (vii) any representation made or warranties given by the Developer under this Agreement is found to be false or misleading;
- (viii) the Developer passing a resolution for voluntary winding up;
- (ix) appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Developer by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings;
- (x) occurrence of default under the Financing Documents pursuant to which the Lenders exercise their rights to substitute the Developer in accordance with the provisions of the Substitution Agreement;
- (x) levy of an execution or distraint on the Developer's assets which has or is likely to have Material Adverse Effect and/or affect the Project/Project Facilities, materially and such execution or distraint remaining in force for a period exceeding 90 (ninety) days;
- (xii) the Performance Security is not maintained in terms of the provisions hereof;
- (xiii) the Developer abandons or expresses its intention to revoke/terminate this Agreement without being entitled to do so as is expressly provided in the Agreement;
- (xiv) a change in shareholding, except with prior permission of the Authority, by which beneficial interest of the SPC reduces below the limits and/or Management Control of the Developer, has occurred during design build period ;
- (xv) amalgamation of the Developer with any other company or reconstruction or transfer of the whole or part of the Developer's undertaking [other than transfer of assets in the ordinary course of business].
- (xvi) the Developer engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited under this Agreement and/or under Applicable Law or which constitutes a breach of the Agreement or breach of or an offence under Applicable Law, in the course of any activity undertaken pursuant to this Agreement;
- (xvii) Commercial Operations Date is delayed without any reasonable cause for more than 90 (ninety) days from the Scheduled Construction Completion Date;
- (xviii) any act of the Developer or its employees or contractors causes or likely to cause harm or threat to the national security of Bangladesh.
- (xix) a Default by the developer under the Escrow Agreement has occurred and the Developer fails to cure such default within 30 (Thirty) days;



(xx) a breach of any of the Project Agreements by the Developer has caused a Material Adverse Effect;

(xxi) the Developer creates any Encumbrance in breach of this Agreement;

(xxii) the Developer repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(xxiii) the Developer, in the judgment of the PIU, has engaged in corrupt or fraudulent practices, in competing for or in executing the Developer Agreement ; and

(xxiv) not fulfilling any of the Condition Precedent within the time specified.

11.2 Authority event of default

(i) the Authority's failure to Handover the physical possession of site to the developer in accordance with the land lease agreement.

(ii) appointment of a provisional liquidator, administrator or receiver of the whole or part of the Project Assets in any legal proceedings initiated against the Authority (unless such proceedings are initiated as a consequence of any Developer Event of Default); and

(iii) levy of an execution or distraint on the Project Assets in any proceedings against the Authority (unless such proceedings are initiated as a consequence of any Developer Event of Default) which has or is likely to have Material Adverse Effect and such execution or distraint remaining in force for a period exceeding 90 (ninety) days.

11.3 Suspension of Developer Agreement

11.3.1 Without prejudice to Authority's right to termination and any other rights under this developer Agreement, the Authority may, at any stage of design build or Operation service, suspend the TP Permit granted under this Developer Agreement or any other permit issued to the Developer, as a whole or in part, by serving notice of not less than 30 days to the Developer, if the Developer-

(i) is found unable to discharge its obligation under this Developer agreement due to financial constraints or any other inability;

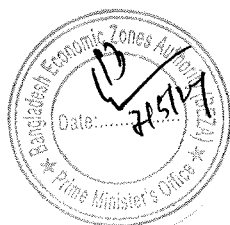
(ii) fails to comply with the instruction of the Governing Board or the Government;

(iii) violates any condition the Developer Agreement; or

(iv) commits any Developer event of default.

11.3.2 Withdrawal of suspension

If the developer satisfies the authority that it has been able to discharge its obligation under the Developer Agreement, has complied with instructions of the Governing Board or the Government or has cured the violation or breach, as the case may be, the Authority may withdraw the suspension of Permit. If the Developer cannot satisfy as above, the Authority shall have the right to terminate the Developer Agreement in accordance with procedure prescribed in this developer Agreement. It is clarified, for avoidance of doubt, that the process of Withdrawal of Permit shall not be a precondition for exercising the right of termination by the Authority.



11.4 Parties rights of Termination

Subject to provision of GC Clause 11.19

(1) Upon the occurrence of the Developer Event of Default, the Authority shall, without prejudice to any other rights and remedies available to it under this Agreement, be entitled to terminate this Agreement.

(2) Upon the occurrence of the Authority Event of Default, the Developer shall, without prejudice to any other rights and remedies available to it under this Agreement, be entitled to terminate this Agreement.

(3) Before proceeding to terminate this Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

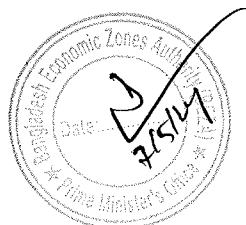
11.5 Consultation Notice

Either Party exercising its right towards Event of Default, shall issue to the other Party a notice ("Consultation Notice") in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties and the Lenders to find out possible measures of curing or otherwise dealing with the underlying Event of Default.

11.6 Remedial Process

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 (ninety) days or such period as specified in the relevant clause s of the Agreement ("Remedial Period") the Parties shall, in consultation with the Lenders, endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default. Without prejudice to this, if the underlying event is a Developer Event of Default, the Authority shall in consultation with the Lenders endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures as may be considered appropriate by them in the attendant circumstances:

- (i) the change of management or control/ownership of the Developer;
- (ii) the replacement of the Developer by a new operator ("Nominated Company") proposed by the Lenders (in terms of the Substitution Agreement), and the specific terms and conditions of such replacement which shall include :
 - (iii) the criteria for selection of the Nominated Company;
 - (iv) the transfer of rights and obligations of the Developer surviving under this Agreement to the Nominated Company;
 - (v) handing over/ transfer of the Project Site, the Project Assets and the Project Facilities to the Nominated Company;
 - (vi) acceptance by the Nominated Company of the outstanding obligations of the Developer under the Financing Documents and preserving Lenders' charge on the Developer's assets;
 - (vii) acceptance by the Nominated Company of any amounts due to the Authority from the Developer under this Agreement; and
 - (viii) payment of consideration for the Developer's assets comprised in the Project Facilities and the manner of appropriation thereof.



11.7 Obligations during Remedial Period

During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

11.8 Revocation of Consultation Notice

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties and the Lenders agree upon any of the measures, the Consultation Notice shall be withdrawn in writing by the Party who has issued the same.

11.9 Termination due to Events of Default

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties and the Lenders have agreed upon any of the measures, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of the above clause shall, to the extent expressly made applicable, apply.

11.10 Authority's Rights of Step-in

Upon a Termination Notice, as per the provisions above, being issued due to a Developer Event of Default, the Authority may, at its discretion:

- (a) re-enter and take possession and control of Project Site/Project Facilities forthwith;
- (b) prohibit the Developer and any Person claiming through or under the Developer from entering /dealing with the Project Facilities;
- (c) step in and succeed upon election by Authority without the necessity of any further action by the Developer, to the interests of the Developer under such of the Project Contracts as the Authority may in its discretion deem appropriate with effect from the date of communication of such election to the counter party to the relative Project Contracts.

Provided, that in such circumstances, the ©™Authority shall assume the obligations of the Developer with respect to the Lenders during such Remedial Period / Termination Period. Provided further, the Developer acknowledges that any payments made by the Authority during the Remedial Period / Termination Period shall be adjusted against compensation payable by the Authority to the Developer in terms of the provisions of this Agreement.

11.11 Termination Procedure

The Party entitled to terminate this Agreement either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing ("Termination Notice") to the other Party including allowing a cure period and simultaneously deliver a copy thereof to the Lenders, if any. The Termination Notice shall be of not less than 90 (ninety) days, ("Termination Period") and at the expiry of the Termination Period, this Agreement shall stand terminated without any further notice.

11.12 Obligations during Termination Period

During Termination Period, the Parties shall, subject where applicable to the provisions of this clause, continue to perform such of their respective obligations under this Agreement which are capable of being performed with the object, as far as possible, of ensuring continued availability of the Project Facilities to the users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.



11.13 Requisition

(1) Except where the Termination Notice is issued prior to Financial Close being achieved by the Developer, when the Developer Agreement has not come into effect, the Developer has no right hereunder and no compensation is payable by the Authority, upon issue or receipt as the case may be of Termination Notice, either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, or otherwise 6 (six) months prior to the expiry of the Developer Agreement Period, the Authority shall by a notice in writing ("Requisition") call upon the Developer to furnish the following information to enable the Authority to estimate the likely compensation payable by the Authority to the Developer and/or to finalize the items of Developer's assets comprised in the Project Facilities to be handed over to/taken over by the Authority:

- (a) except in cases where Financial Close has not been achieved, the particulars of Debt Due supported by Lenders' certificate;
- (b) data or records [to be specified by Authority] regarding the operation and maintenance of the Project Facilities;
- (c) specifications regarding the Developer's assets comprised in the Project Facilities; and
- (d) any other information or records [to be specified by Authority at its discretion] regarding Developer, its business, the Project/Project Facilities, assets and liabilities.

(2) The Developer shall within a period of 30 (thirty) days of receipt of Requisition furnish the particulars called for by the Authority.

11.14 Condition Survey upon Termination

(1) The Developer agrees that on the service of a Termination Notice, it shall conduct or cause to be conducted under the Authority's supervision, a condition survey of the Project Facilities including the Project Site and/or the Project Assets to ascertain the condition thereof, verifying compliance with the Developer's obligations under this Agreement and to prepare an inventory of the assets comprised in the Project Facilities. During this period, the designated key personnel of the Authority shall be associated with the operations of the Project Facilities (except when the same is impossible due to a Force Majeure Event) in order to facilitate smooth takeover of the same by the Authority on the Transfer Date.

(2) If, as a result of the condition survey, the Authority shall observe/notice that the Project Site and/or the Project Assets and/or the Project Facilities or any part thereof have/has not been operated and maintained in accordance with the requirements therefore under this Agreement (normal wear and tear excepted) the Developer shall, at its cost and expenses, take all necessary steps to put the same in good working conditions well before the Transfer Date.

(3) In the event the Developer fails to comply with the provisions of this Agreement, the Authority may itself cause the condition survey and inventory of Project Assets and the Project Facilities to be conducted. The Authority shall be compensated by the Developer for any costs incurred in conducting such survey and preparation of inventory as also in putting the Project Facilities in good working condition.

11.15 Consequences of Termination

(1) Upon termination of Developer Agreement, without prejudice to any other consequences or requirements under this Agreement or under any law -

- (a) The TP Permit given under the Developer Agreement shall be automatically cancelled;



(b) The Developer shall transfer all the assets and rights upon expiry of the Developer Agreement Period by efflux of time or termination of the Agreement due to a Force Majeure Event or on account of an Event of Default;

(c) The Developer shall cease to have or exercise any right under the Developer Agreement; and

(d) the Authority shall be entitled to encash any subsisting bank guarantee(s) provided by the Developer against any amounts owed to the Authority by the Developer.

(2) Notwithstanding anything contained in this Agreement, except for ensuring the deposit of the compensation payable to the Developer in accordance with this Clause in the Escrow Account, the Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever to any third party including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or reemployment on any ground, in relation to any person in the employment of or engaged by the Developer in connection with the Project, and the handback of the Project Site/Project Assets/Project Facilities & Services by the Developer to the Authority shall be free from any such obligation.

11.16 Settlement upon Termination

(1) Termination due to Force Majeure Event –

(a) If the Termination is due to any Force Majeure Event, compensation payable to the Developer shall be the lower of the Book Value or the Debt Due, less any amount due to the Authority by the Developer under this Agreement less all insurance claims received or admitted.

(b) No compensation shall be payable to the Developer under this sub- clause if the Developer fails to maintain Insurance Cover.

(2) Termination due to Developer Event of Default –

(a) If the Termination is after the Commercial Operations Date, due to a Developer Event of Default, the compensation payable by the Authority to the Developer shall be the lowest of:

- (i) 80% the Book Value;
- (ii) 70% (Seventy percent) of Debt Due;
- (iii) 80% the Actual Project Cost;

less any amount due to the Authority, including Liquidated Damages, by the Developer under this Agreement less all insurance claims received or admitted, the result of which shall be multiplied by period factor.

Period Factor shall, for this purpose, means the ratio of remaining concession period of developer agreement to total concession period of developer agreement.

(b) No compensation shall be payable to the Developer if the Developer fails to maintain Insurance Coverage and/ or the Developer fails to make the Naf Tourism Park operational completing the mandatory design build works.

(3) Termination due to Authority Event of Default –

If the Termination is due to any Authority Event of Default pursuant to GC Clause 11.2, the compensation payable by the authority shall be equal to the development cost incurred by the Developer as assessed and certified by an Independent Auditor, multiplied by period factor.



Period Factor shall, for this purpose, means the ratio of remaining concession period of developer agreement to total concession period of developer agreement.

(4) Termination due to nationalization or confiscation –

If the Termination is due to nationalization or confiscation without any developer event of default the compensation payable to the Developer by the authority shall be in accordance with GC Clause 11.16.3.

11.17 Settlement on Expiry of Developer Agreement Period

In the event of expiry of Developer Agreement by efflux of time (the Developer Agreement having run its full course), the Developer shall transfer to the Authority peaceful possession of the Project Site, Project Assets and the Project Facilities and for such transfer the developer shall have no claim from the Authority.

11.18 Transfer Fee and Charges

Transfer costs, stamp duties, notary fees, VAT and taxes, if applicable, for the transfer of the Project Facilities consequent to the expiry or Termination of this Agreement shall be borne by:

- (a) the Developer in the event of expiry of Developer Agreement Period or Termination due to a Developer Event of Default;
- (b) the Authority in the event of Termination due to an Authority Event of Default; and
- (c) by both parties equally in case of termination due to Change in Law or Force Majure Event or Other Event.

11.19 Payment of Compensation to Lenders

The Developer hereby irrevocably authorizes the Authority to pay to the Lenders or at their instruction to any designated bank account in Bangladesh the compensation payable to the Developer. The Developer confirms that upon such payment being made, the Authority shall stand duly discharged of its obligations regarding payment of compensation under this Agreement and the charge created by the Developer in favour of the Lenders on any of its assets taken over by the Authority shall stand satisfied and all such assets shall on and from the Transfer Date be free from such charge. The Developer further confirms that payment of compensation by Authority in accordance with this clause shall be a valid discharge to the Authority in respect of Authority's obligation regarding payment of compensation to the Developer under this Agreement.

Provided notwithstanding anything inconsistent contained in this Agreement, the Developer/the Lenders as the case may be shall be entitled to remove at its/their cost all such movables which are not taken over by the Authority and to deal with the same in accordance with their respective rights under law.

Provided further, if there are no amounts outstanding under the Financing Documents and a certificate to that effect issued by the Lenders is furnished by the Developer to the Authority, the compensation shall be paid by the Authority to the Developer directly.

11.20 Delayed Transfer of Assets

If for any reasons other than those attributable to the Authority the Developer fails to transfer assets on the Transfer Date, there shall be no suspension of the operation and maintenance of the Project Facilities and the Developer shall, as a trustee of the Authority, (a) continue to operate and maintain the Project Facilities or such of them, as directed by Authority until completion of the transfer



formalities and (b) account for and pay to the Authority the Gross Revenue minus operating costs and statutory dues, from such operations. In the event of failure to do so, the Developer shall be liable to pay to the Authority, for every day of delay, damages computed at the rate of the average daily profits earned during the 3 (three) years immediately preceding the Transfer Date. Parties confirm that this is a true and correct estimate of damages and not in the nature of a penalty. Provided nothing contained in this clause shall be deemed or construed to authorize delay in completion of formalities of transfer of assets, rights and contracts by the Developer to the Authority in accordance with the requirements thereof under this Agreement.

In case the transfer of assets by the Developer to the Authority is delayed for reasons attributable to the Authority, the Developer shall nonetheless continue to operate the Project Facilities but as agent of the Authority. Provided however, the Developer shall be liable to pay Land Lease.

11.21 Remedies Cumulative

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.



Appendix 1: Special Conditions Of Developer Agreement

BETWEEN BANGLADESH ECONOMIC ZONES AUTHORITY
AND

TO

DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) OF
NAF TOURISM PARK (JALIARDWIP), TEKNAF,
COX'S BAZAR IN BANGLADESH

..... 2024



Special Conditions of Developer Agreement

The following Special Conditions of Developer Agreement shall supplement the General Conditions.

Whenever there is a conflict, the provisions herein contained shall prevail over those in the General Conditions. The corresponding article and Clause numbers of the General Conditions are indicated in parentheses.

1. Definitions (GC Clause 1.1)

Country: The country is People's Republic of Bangladesh

Developer: (*name of the company*) incorporated under the provisions of (*respective law*) and having its principal place of business at (*address of the office*)

2. Language The language is English.

3. Shareholder's Representative (GC Clause 1.3.10(1))P The Shareholder's Representative is:

[*Name, address, telephone and facsimile numbers*]

4. Survival of Obligations (GC Clause 1.3.14)

Upon termination or expiration of the Developer Agreement, the following rights and obligations of the Parties shall survive:

- (a) Such rights and obligations as may have accrued or to which the Parties may be entitled on the date of termination or expiration, and any rights, which a Party may have under Applicable Law;
- (b) The Developer's obligations with respect to Developer Agreement Records, accounting and auditing set out in GC Clause 1.8;
- (c) The Parties rights and obligations with respect to defect liability set out in GC Clause 10.1; and
- (d) The Parties rights and obligations with respect to indemnification set out in GC Clause 10.3.

5. Notice (GC Clause 1.4)

The Authority's address for notice is:

Director General (Planning & Development)
Bangladesh Economic Zones Authority (BEZA)
Biniyog Bhaban, Level - 9
E-6/B West Agargaon, Sher-E-Bangla Nagar
Dhaka-1207, Bangladesh.

The Developer's address for notice is:

[*Name, address, telephone and Email numbers*]

6. Procedure for Arbitration Proceedings (GC Clause 1.6.2)

All disputes arising in connection with the Developer Agreement shall be settled in accordance with the following procedure:

B. Developer Agreement with a foreign Developer:

Any dispute, controversy or claim arising out of or relating to this Developer Agreement, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The procedure to be followed within the arbitration, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration Act, 2001, as amended from time to time.



B. Developer Agreement with a Developer of Authority's country:

Any dispute between the Authority and Developer who is a national of the Authority's country arising in connection with this Developer Agreement shall be referred to adjudication or arbitration in accordance with the laws of Bangladesh.

C. Arbitration award shall be filed for registration with the court of competent jurisdiction for enforcement in Bangladesh within 30 days after the making of final award. The jurisdiction for enforcement of arbitration award shall be a competent court in Dhaka. Developer Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of Bangladesh. The venue of the arbitration shall be Dhaka, Bangladesh.

7. End Date (GC Clause 3.1.2.2)

For the purposes of GC Clause 3.1.2.2), the applicable date shall be the date when the Developer period ends.

8. Design-Build Starting Date (GC Clause 3.3.1)

The Design-Build Starting Date shall be no later than 90 days after the Effective Date, the period commencing on the delivery of physical possession of the site and ending on the day immediately prior to the Time for Completion of Basic Infrastructure (the "Design-Build Period");

9. New Operations Starting Date ((GC Clause 3.3.1)

the period commencing on the New Operations Starting Date and ending on the End Date (the "New Operations Period"). The New Operations Starting Date, shall be no later than the completion of the design build works and shall proceed with the Operations Services with due exception and without delay. If any part of the Design Build Services is completed and ready for operation, the Developer may, in consultation with the Authority, commence operation service for that part and that will be the New Operations Starting Date. The revenue sharing arrangement will be started from the New Operations Starting Date.

10. Time for Completion (GC Clause 3.3.2) The completion of the development activities to build the facilities 'New Facilities' shall be completed in Phases from the Effective Date

(a) Completion of Phase - I (10%)	6 months from the Starting date
(b) Completion of Phase - II (40%)	18 months from the Starting date
(c) Completion of Phase - III (70%)	30 months from the Starting date
(d) Completion of Phase - IV (100%)	48 months from the Starting date

11. Delay of Completion - Liquidated Damages (GC Clause 3.3.6(2))

In the event that the Developer fails to complete the performance of the Design-Build Services by the Time for Completion, the Developer shall pay Liquidated Damages – Delay of .001% (point zero zero five percent of of the estimated Project Cost mentioned in the proposal submitted by the bidder for each day or part thereof.

12. Maximum Liquidated Damages (GC Clauses 3.3.6(2) & 10.7)

The Maximum Liquidated Damages shall be 1% (one percent) of the total investment that is equivalent to performance security.

13. 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 Tourism Park User or Tourism Park 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.

14. 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 Tourism Park User or Tourism Park Residents immediate after making such Agreement or Contract.
15. Terms of Payment – (GC Clauses 7.1 and 7.2)
The amounts to be paid by the Developer to the Authority are as specified in Appendix 2 of the Developer Agreement.
16. Terms of Payment – Interest (GC Clause 7.2(2))
For the purposes of GC Clause 7.2(2) and the Terms and Procedures of Payment Appendix, the interest rate that will apply to amounts owed in local currency, is 11 percent per year for the period of delay until payment has been made in full and, for amounts owed in foreign currency, the interest rate that will apply is the London Interbank Offered Rate (LIBOR) plus 2 percent per year for the period of delay until payment has been made in full.
17. Currency (GC Clause 7.2(4))
Payments shall be made in BDT by the Developer, unless otherwise agreed between the Parties.
18. Performance Security (GC Clause 7.3.1(a))
The Developer shall provide to the Authority a Performance Security of 1% percent of the total proposed Investment mentioned in the bid.
19. Restriction on PIU’s Authority (GC Clause 8.1.1.3 & 8.2.3)
The PIU shall obtain the approval of the Authority before exercising its authority in the following circumstances:
 - a. approving assignment of the Developer Agreement, or any part thereof, under GC clause 1.7;
 - b. determining an extension of the Time for Completion under GC Clause 3.3.4;
20. Developer’s Representative (GC Clause 9.1.2(1))
The Developer’s Representative is: _____
21. Existing Staff (GC Clause 9.5)
The Developer “is not obliged to” retain staff employed by the Authority.
22. Extended Warranty (GC Clause 10.1(11))
The Developer shall provide extended warranties for a period 12 months after the date of Completion of the New Facilities.
23. Insurance (GC Clause 10.4)
The Developer shall take appropriate coverage and maintain insurance policies that the developer as normally should get, in specified sums, with specified deductibles but not limited to the below:
 - a) Documentary evidence for insurance policy produced from Sadharan Bima Corporation, Bangladesh shall be submitted by the Developer.
 - b) Contractors All Risk Insurance (CAR): To the extent of the proposed investment value.



- c) Worker's Compensation: Developer to provide and confirm to the Authority on such provision.
- d) Other Insurance

Such other insurances as may be required in the normal viz., Insurance during transportation, Insurance of project on site infrastructure, Operational damage Insurance, Consequential loss Insurance, Mechanical or electrical failure Insurance, Automobile liability insurance, Political risk Insurance, Directors' and officers' liability insurance, Third Party Liability and such others as required.



Appendix 2: Terms And Procedures Of Payment

1. Terms of Payment

General: In accordance with the provisions of GC Clause 7.2, the Developer shall pay to the Authority in the manner and at the times set out in this Terms and Procedures of Payment Appendix.

1.1 One-time Upfront Payment

The Developer shall make a One-time Upfront Payment (Non-refundable and Non-adjustable)USD or equivalent BDT _____ (Bangladeshi Taka _____ only) at the Bill for Collection (BC) Rate of Sonali Bank on the date of payment for the land parcel of(please insert) acres

1.1.1 Payment of amount by the Developer to the Authority towards Revenue Sharing

In respect of the amount towards Revenue Sharing by the Developer to the Authority, as listed in Schedule 3 of the Financial Offer Schedules of the Developer's Bid, the Developer shall pay Annual Gross Revenue sharing of ___% (_____ Percent).

"Revenue Sharing" shall include 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 NAF Tourism Park (Jaliardwip) during the Developer Agreement period.

1.2 Payment of the Annual Land Lease Amount

As offered in Schedule 3 of the Financial Offer Schedules of the Developer's Bid the payment towards lease of acres of land, pursuant to Clause 1.3 and subject to Clause 1.4(a) of this Appendix the amount isper square meter per annum.

An escalation on the immediate previous lease rent at the rate of% shall be Payable by the LESSEE to the Lessor. Escalation will be made every three years.

1.3 Time for effecting Payment

- (a) The Developer shall make payment to the Authority pursuant to Clause 1.3 of this Appendix and first such amount shall be paid upon the delivery of physical possession of the site and thereafter annually in the first week of the calendar year;
- (b) The Developer shall make payments towards revenue sharing pursuant to Clause 1.2 of this Appendix to the Authority annually within one month of the completion of audit report. The Audit report shall have to be submitted to the Authority within six months of Developer's Accounting year.

1.4 Currencies

All payments shall be made to the Authority in USD or equivalent BDT at the Bill for Collection (BC) Rate of Sonali Bank on the date of payment.



Appendix 3A: Design-Build Services

DESIGN-BUILD SERVICES APPENDIX (DBSA)

ARTICLE 1-GENERAL

1.1 Supplementing the General Conditions:

The provisions contained in this Design-Build Services Appendix are intended to supplement the Works to be performed by the Developer as specified in GC Clause 3 for the purpose of providing greater specificity of the Design-Build Services that the Developer shall perform.

1.2 Description of Design-Build Services

The Developer shall carry out and be responsible for the design and construction of the basic infrastructure. The Developer's work and services as part of the "Design-Build Services" shall include,

- (a) the design services in respect of the Site and New Facilities as set out in DBSA Article 2;
- (b) the utilities, buildings and construction work and services in respect of the Site and New Facilities as set out in DBSA Article 3;
- (c) the operation of the Existing Facility as set out in DBSA Article 4; and
- (d) all work and services relating to the services set out in DBSA Clauses 1.1(a), (b) and (c) that may be,
 - (i) necessary or desirable for the design and construction of the New Facilities in accordance with and as contemplated by the Design-Build Documents and the Technical Standards for both design and operation; or
 - (ii) that may be necessary or desirable for the operation of the Existing Facility.

ARTICLE 2- DESIGN SERVICES

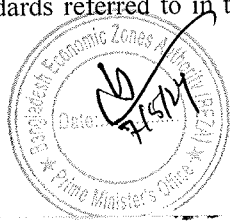
2.1 General

2.1.1 Design and Engineering

- (1) The Developer shall execute the basic and detailed design of the Site and the New Facilities and the engineering work in respect of that design in compliance with the provisions of the Developer Agreement, or where not so specified, in accordance with good engineering practice and in compliance with local architectural requirements.
- (2) The Developer shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the PIU or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Developer by or on behalf of the Authority.

2.1.2 Codes and Standards

Wherever references are made in the Developer Agreement to codes and standards, including those codes and standards referred to in the Technical Standards Appendix, in accordance with



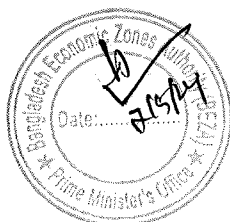
which the Developer Agreement shall be executed, the edition or the revised version of such codes and standards current 30 days prior to the Submission Deadline shall apply unless otherwise specified. During Developer Agreement execution, any changes in such codes and standards shall be applied after approval by the Authority.

2.1.3 Design Responsibilities

- (1) The Developer's design and design-related services shall include:
 - (a) the preparation of a design that meets the criteria set forth in the Design-Build Documents and that provides for a New Facilities that meets or exceeds the Technical Standards;
 - (b) the acquisition of all data and information necessary to prepare the design and that are required to demonstrate that the New Facilities meets or exceeds the Technical Standards;
 - (c) the preparation of schematic design documents to illustrate the scale and character of the Design-Build Services and how the parts of the Design-Build Services functionally relate to each other;
 - (d) the preparation of design development documents, consisting of drawings and other documents appropriate to the size of the Site and New Facilities to describe the size and character of the entire Site and the New Facilities including architectural, mechanical, civil works, and electrical systems, materials, operational processes, landscaping, and such other elements as may be appropriate;
 - (e) the preparation of Design-Build Documents setting forth in detail the requirements for construction based on the design development documents accepted by the Authority;
 - (f) obtaining all approvals, permits, including building permits, and licences for the Design Build Services, except for those approvals, permits or licences that the Authority is explicitly required to obtain itself under the Applicable Law in which case the Developer shall prepare all documentation and provide assistance to the Authority in obtaining such approval, permits or licenses;
 - (g) the preparation of assurances required to regulatory authorities respecting conformance of the design with the applicable building regulations, environmental standards and occupational health and safety requirements, including construction safety issues;
 - (h) the coordination required to integrate all parts of the Design-Build Services;
 - (i) such other Design-Build Services that may be required from time to time that are agreed to by the Developer and the Authority in writing; and
 - (j) the conducting of general reviews of the progress of the design process, to the extent necessary, in order to determine to the Developer's satisfaction that the design services are performed in compliance with the requirements of the Developer Agreement and Applicable Laws.

2.1.4 Design-Build Documents

- (1) The Developer shall prepare all of the Design-Build Documents. The Design-Build Documents shall include the plans, designs, drawings, as-built documents, operations manuals, specifications, schematic design documents, design development documents and models, and all modifications thereto required to properly and fully test for, analyze for, plan, design and build the Site and New Facilities as contemplated in the Technical Standards and the remaining provisions of the Developer Agreement. The Developer shall prepare any other document, as



may be requested by the PIU, that the PIU considers necessary to monitor the progress of the Design-Build Services and assess the Developer's compliance with the Developer Agreement.

(2) The Developer shall also prepare any other documents necessary to instruct the Developer's Personnel.

(3) The Developer shall provide each of the documents to PIU and the Authority with two sets of all of the Design-Build Documents in reproducible form and shall modify them to keep them up-to-date as requested by the PIU acting in a professionally reasonable manner. The Design-Build Documents, with the exception of the as-built documents, shall be subject to the review and approval of the PIU prior to performing any of the services set out in DBSA Article 3 in respect of any Design-Build Document.

(4) When the Developer notifies the Authority in accordance with DBSA Clause 5.2, the Developer shall provide to the PIU one copy of the as built Design-Build Documents in reproducible form showing the exact as built locations, sizes and details of the Site and New Facilities and the Design-Build Services as executed. The Site and the New Facilities shall not be considered to have reached Completion for the purposes of DBSA Clause 5.2 until such Design-Build Documents have been provided. The Developer shall update the as-built Design-Build Documents as necessary for the correction of defects or deficiencies contemplated by DBSA Clause 5.2.

2.1.5 Design Considerations

In preparing the design for the Site and the New Facilities and the Design-Build Documents, the Developer shall,

- (a) protect public health and safety, including by the means set out in DBSA Clause 3.3.9;
- (b) maximize the protection of the environment and minimize any adverse environmental impacts caused by the Site and the New Facilities throughout the Service Area and Country, including as may be required, recommended or advisable pursuant to any technical standard or environmental assessments conducted on, at or near the Site and the New Facilities and by the means set out in DBSA Clause 3.3.11;
- (c) ensure that the New Facilities is designed to maximize its duration as a fully functional Tourism Park that meets or exceeds the Technical Standards; and
- (d) ensure that the Site and the New Facilities are designed to meet the requirements of the Technical Standards Appendix and follow the Bangladesh National Building Code (BNBC) along with other rules of the Government including safety rules.

2.2 Design Responsibilities – Off-Site Issues

In preparing the design for the Site and the New Facilities and the Design-Build Documents, the Developer shall include as part of the design,

- (a) improvements to existing haul route roads that lead to or will be used to access the Facility;
- (b) improvements to or design all access routes from existing local roads to the Site and Facility and intersections with local roads; and
- (c) plans and designs for the extension to the Site and Facility of all utility services required for all of the Services.

ARTICLE 3 - BUILDING AND CONSTRUCTION SERVICES

3.1 General



- (1) The Developer shall carry out all building and construction of all items designed pursuant to DBSA Articles 1 and 2.
- (2) The Developer shall provide all the demolition, excavation, building, co-ordination, repair, warranty, review, inspection, testing, quality assurance and control, monitoring, scheduling, clean-up and other construction work and services required for the modification of the Site and the building of the Basic infrastructure as contemplated by Design Build Documents.
- (3) The Developer shall have total control of the building and construction services and shall effectively direct and supervise the building and construction services to ensure conformity with the Design-Build Documents.
- (4) The Developer shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-coordinating the various parts of the Design-Build Services under the Developer Agreement.

3.2 Procurement and Transportation

- (1) Subject to GC Clause 4.3, the Developer shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site. The Developer shall at its own risk and expense transport all the Plant and Equipment, the Developer's Equipment (Design-Build) and the Developer's Equipment (Operations) to the Site by the mode of transport that the Developer judges most suitable under all the circumstances.
- (2) Unless otherwise provided in the Developer Agreement, the Developer may select any safe mode of transport operated by any person to carry the Plant and Equipment, the Developer's Equipment (Design-Build) and the Developer's Equipment (Operations).
- (3) The Developer shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment, the Developer's Equipment (Design-Build) and the Developer's Equipment (Operations) to the Site. The Authority shall use its reasonable endeavors in a timely and expeditious manner to assist the Developer in obtaining such approvals, if requested by the Developer. The Developer shall indemnify and hold harmless the Authority from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment, the Developer's Equipment (Design-Build) and the Developer's Equipment (Operations) to the Site.
- (4) The Developer shall, at its own expense, handle all imported Plant and Equipment, Developer's Equipment (Design-Build) and Developer's Equipment (Operations) at the point(s) of import and shall handle any formalities for customs clearance. If the Applicable Law requires any application or act to be made by or in the name of the Authority, the Authority shall take all necessary steps to comply with such Applicable Law. In the event of delays in customs clearance that are not the fault of the Developer, the Developer shall be entitled to an extension in the Time for Completion, pursuant to GC Clause 3.3.4.

3.3 Building Responsibilities

3.3.1 Temporary Supports, Structures and Utility Services

- (1) The Developer shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary supports, structures and utility services and the design and execution of construction methods required in their use.
- (2) The Developer shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in DBSA Clause 3.3.1(1) where



required by law or by the Design-Build Documents and in all cases where such temporary supports, structures and utility services and their designs and method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.2 Document Review

The Developer shall review the Design-Build Documents and shall report promptly to the PIU and the Authority any error, inconsistency or omission the Developer may discover. If the Developer does discover any error, inconsistency or omission in the Design-Build Documents, the Developer shall not proceed with the work affected until the Developer has corrected any such errors or inconsistency or supplied any missing information and these corrections have been approved in writing by the PIU or the Authority.

3.3.3 Plant and Equipment

The Developer shall provide and pay for labor, Plant and Equipment, tools, construction machinery and equipment, materials and supplies, water, heat, light, power, transportation, and all other facilities and services necessary for the performance of the Design-Build Services in accordance with the Design-Build Documents.

3.3.4 Documents at the Site

The Developer shall keep one copy of the Design-Build Documents as up-dated, submittals, reports and records of meetings at the Site, in good order and shall make them available to the Authority and the PIU upon request and at any reasonable time.

3.3.5 Use of the Site and New Facilities

The Developer shall confine construction machinery and equipment, storage of Plant and Equipment, Developer's Equipment (Design-Build) and Developer's Equipment (Operations), and operations of Developer's Personnel to limits indicated by laws, ordinances, permits or the Design-Build Documents and shall not unreasonably encumber the Site with Plant and Equipment, Developer's Equipment (Design-Build) or Developer's Equipment (Operations). The Developer shall not load or permit to be loaded any part of the Site or the New Facilities with a weight or force that will endanger the safety of the Site or the New Facilities.

3.3.6 Quality Assurance

The Developer shall institute a quality assurance system to ensure compliance with the requirements of the Design-Build Documents. Compliance with the quality assurance system shall not relieve the Developer of its duties, obligations or responsibilities.

3.3.7 Developer's Access Routes and Rights of Way during the Design-Build Period

(1) The Developer shall satisfy itself as to the suitability and availability of the access routes it chooses to use during the Design-Build Period for access to and from the Site. The Developer shall, as between the Parties, be responsible for the maintenance of access routes during the Design-Build Period. The Authority will not be responsible for any claims which may arise from the use or otherwise of any access route. The Authority does not guarantee the suitability or availability of any particular access route and will not entertain any claim for any non-suitability or non-availability for continuous use, during the Design-Build Period, of any such route.

(2) The Developer shall bear all costs and charges for special or temporary rights-of-way required by it for access to the Site. The Developer shall also provide, at its own cost, any additional facilities outside the Site or New Facilities required by it for the purposes of the Design-Build Services.



3.3.8 Site Regulations and Safety

- (1) The Developer shall comply with all applicable safety regulations in providing the Design Build Services and in occupying any part of the Site, Existing Facility or New Facilities. Unless otherwise stated in the Design-Build Documents, the Developer shall, during the Design-Build Period,
 - (a) provide secure fencing, lighting, guarding and watching of the Design-Build Services;
 - (b) provide temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of its employees, Site visitors, Authority's and occupiers of adjacent land, the public and others;
 - (c) prepare a manual of safety policies and procedures applicable to each stage of the Design Build Services and to the Site or New Facilities as a whole and distribute such manual to all of its Contractors, agents, representatives and employees working at the Site or New Facilities; and
 - (d) carry out safety briefings of applicable site regulations to all employees, Contractors, agents, representatives and visitors to the Site, Existing Facility and the New Facilities prior to permitting first access of the applicable person to the Site or the New Facilities, and at regular intervals thereafter.
- (2) During the Design-Build Period, the Developer shall develop and implement a comprehensive occupational health and safety program for the protection of the Developer's Personnel and all other persons who may attend the Site or the New Facilities. The program shall include a description of how the Developer will,
 - (a) carry out all occupational health and safety responsibilities in respect of the Site or New Facilities as required under the Applicable Law;
 - (b) develop and manage all required occupational health and safety reporting procedures; and
 - (c) manage all occupational health and safety claims.

3.3.9 Protection of the Environment

- (1) The Developer shall take all reasonable steps to protect the environment, both on and off the Site, and to limit damage and nuisance to people and property resulting from pollution, noise, dust and other results of its Services, including,
 - (a) adopting working practices that prevent or minimize the transfer of any pollutant offsite;
 - (b) maintaining the access roads in good repair;
 - (c) using appropriate dust suppressant methods;
 - (d) restricting trucking and loud machinery and equipment use to daylight hours;
 - (e) using mufflers, silencers and other appropriate methods to minimize the noise of the construction;
 - (f) using "silt fencing", hay bales, silt traps or other methods to minimize soil erosion and prevent the contamination of surface water and the transportation of soil and sediment off-site onto adjacent properties;
- (2) The Developer shall, always during building and construction, ensure that the Environmental Management Plan (Attached as Annex-1) is followed.

3.3.10 Physical Cultural Property

- (1) The Developer shall take reasonable precautions to prevent its employees, agents, representatives, Contractors, or other persons from removing or damaging any fossils, coins, articles of antiquity, and structures and other remains or things of geological or archaeological



interest at the Site. The Developer shall, immediately upon discovery of such article or thing, advise the PIU, who may issue instructions for dealing with it. All fossils, coins, articles of value or antiquity, and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the property of the Authority.

3.3.11 Emergency Work

- (1) If, by reason of an emergency arising in connection with and during the execution of the Design-Build Services, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Site, Existing Facility or New Facilities, the Developer shall immediately carry out such work.
- (2) If the Developer is unable or unwilling to do such work immediately, the Authority may do or cause such work to be done as the Authority may determine is necessary to prevent damage to the Site, Existing Facility, or the New Facilities. In such an event the Authority shall, as soon as practicable after the occurrence of any such emergency, notify the Developer in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the Authority is work that the Developer was liable to do at its own expense under the Developer Agreement, the reasonable costs incurred by the Authority in connection therewith shall be paid by the Developer to the Authority.
- (3) If the Developer suffers delay or incurs any damages or costs in following any instructions of the PIU pursuant to DBSA Clause 3.3.11(1), and if such delay or damages or costs were Unforeseeable, the Developer shall give notice to the PIU, with a copy to the Authority. After receipt of such notice, if the Developer is entitled to any extension of time and shall notify the Developer accordingly.

ARTICLE 4- TEST AND INSPECTION

Tests and Inspection

- (1) The Developer shall at its own expense carry out at the place of manufacture or on the Site all such tests and inspections of the Plant and Equipment and any part of the New Facilities as are specified in the Developer Agreement and in the Technical Standards Appendix. The Developer shall, in addition to those tests and inspections set out in the Developer Agreement, develop a plan for all testing and inspection of the New Facilities that is required to complete the New Facilities in accordance with the Technical Standards Appendix.
- (2) The Authority and the PIU or their designated representatives shall be entitled to attend any test or inspection, provided that the Authority shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and boarding and lodging expenses.

ARTICLE 5- COMPLETION OF THE NEW FACILITIES

5.1 Monthly Progress Notice

- (1) The Developer shall submit to the PIU after the end of each month six copies, each signed by the Developer's Representative named in accordance with GC Clause 9.1.2, a notice (the "Monthly Progress Notice") in such form as the PIU from time to time prescribe, showing the percentage of completion that the Developer considers it has effected in the preceding month, in respect of the Design-Build Services.



- (2) The PIU shall, no later than 30 days after receipt of the Monthly Progress Notice, deliver to the Authority a statement (the “PIU’s Statement”) indicating, separately, the percentage of completion of the Design-Build Services that the PIU considers the Developer has effected in the applicable month.

5.1.1 Completion

- (1) As soon as the Design-Build Services have, in the opinion of the Developer, been completed in accordance with the Technical Standards Appendix, excluding minor items not materially affecting the operation or safety of the New Facilities, and the New Facilities has satisfactorily passed all Tests on Completion as set out in the Technical Standards Appendix, the Developer shall so notify the Authority in writing (the “Notice of Completion”) and provide the as-built Design-Build Documents referred to in DBSA Clause 2.1.4(4).
- (2) The PIU shall, no later than 30 days after receipt of the Developer’s notice under DBSA Clause 5.2(1), either issue a Completion Certificate stating that the New Facilities has reached Completion as of the date of the Developer’s notice under DBSA Clause 5.2(1) or notify the Developer in writing of any defects or deficiencies or both.
- (3) If the PIU is not satisfied that the Design-Build Services are complete, the PIU shall notify the Developer in writing of any defects or deficiencies no later than 7 days after receipt of the Notice of Completion.
- (4) If the PIU notifies the Developer of any defects or deficiencies or both, the Developer shall then correct such defects or deficiencies, and shall repeat the procedure described in DBSA Clause 5.2(1).
- (5) If PIU is satisfied that the Design-Build Services have reached Completion, the PIU shall, no later than 7 days after receipt of the Developer’s repeated Notice of Completion, issue a Completion Certificate stating that the Design-Build Services have reached Completion as of the date of the Developer’s repeated Notice of Completion.
- (6) If the PIU fails to issue the Completion Certificate and fails to inform the Developer of any defects or deficiencies 14 days after receipt of the Notice of Completion or 7 days after receipt of the Developer’s repeated Notice of Completion, then the Design-Build Services shall be deemed to have reached Completion as of the date of the Notice of Completion or repeated Notice of Completion as the case may be.
- (7) As soon as possible after Completion, the Developer shall complete all outstanding minor items so that the Site and New Facilities are fully in accordance with the requirements of the Developer Agreement, failing which the Authority will undertake such completion and deduct the costs thereof from any monies owing to the Developer.



Annex-1: Environmental and Social Impact Assessments (ESIA)

NAF Tourism Park, Bangladesh

(The successful Bidder shall carry out an environmental and social impact assessments which shall contain approved environmental and social management plan and appropriate health and safety schemes to mitigate negative impacts as per the rule 36(c) of Bangladesh Economic Zones (the Procedure of Appointment of Developer) Rules, 2016 and approved environmental and social impact assessments will be a part of Developer Agreement.)



Appendix 3B: Operations Services

**FOR
DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER
NAF Tourism Park in Bangladesh**

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ARTICLE- 1: Overall Description of Services to be provided by the Developer during the operations and maintenance of NAF TOURISM PARK

1.1 The Developer shall operate and manage the New Facilities to:

- (a) maintain the New Facilities and develop a comprehensive maintenance management program for the New Facilities;
- (b) develop and manage programs to train and advance the skills of the Developer's Personnel; and
- (c) except as otherwise provided, carry out all management, financial and administrative responsibilities.

1.2 General Requirements

- (a) The Developer shall submit plans and programs to the PIU in the language set out in the SC for its review and approval.
- (b) The Developer at its expense shall implement the plans and programs.

1.3 New Technologies, Regulatory Matters and Corporate Communications

The Developer shall advise, assist and provide technical expertise to the Authority in all matters relating to,

- (a) new technologies available in the marketplace in respect of the Developer and the Authority's activities and responsibilities;
- (b) new legal requirements that would further promote the multi-product Naf Tourism Park in Bangladesh;
- (c) proposals for changes to existing regulatory requirements; and
- (d) media relations and issues.

ARTICLE 2: RIGHTS OF DEVELOPER DURING OPERATION SERVICES

2.1 Developer, as well as their Contractors, shall be entitled, under the Act and Rules in conformity with Applicable Law:



(a) to acquire and maintain on a freehold or leasehold basis TP Lands or other On site infrastructure situated on such lands in accordance with all Applicable Law, including the Act and Rules;

(b) to transfer on a freehold or leasehold basis TP Lands and other On- site infrastructure located on such lands in conformity with the Act and Rules and the Land Lease Agreement(Annex 10) through sub-lease arrangements, and to receive payment or collect rental fees for such transactions;

(c) to issue the internal operating rules and procedures in accordance with all Applicable Law to govern the day-to-day activities of the EZ, provided that the governing TP Permit, Developer Agreement confers such right upon the relevant Developer;

(d) to operate, maintain, and promote the TP in conformity with all Applicable Law, including the Act, Rules, the governing Permit, Developer Agreement, as well as with the TP internal operating rules and procedures;

(e) to provide utilities and other basic services inside or outside the designated TP consistent with TP User and any TP Resident requirements in accordance with all Applicable Law, including the Act, Rules, the governing Permit and Developer Agreement, and to charge at its sole discretion fees for such services subject to the requirements imposed by the Rules;

(f) to enter into contracts with private third-party Organizations for the operation, maintenance, and promotion of the EZ;

(g) to employ, without any restrictions or impediments, both Bangladeshi and foreign nationals in accordance with Applicable Law;

(h) to be entitled to the incentives arising under the Act, Rules, and the applicable Gazette notification;

(i) to transfer all funds freely into and outside Bangladesh by virtue of the Act, Rules, and the applicable Gazette notification; and

(j) to exercise any other rights under all Applicable Law, including the Act, Rules, the governing Permit, Developer Agreement.

(2) The duration of the rights to which any Developer, as well as any authorised Contractor, shall be entitled under the Act and Rules shall be guaranteed for the period during which the conditions of the Permit, Developer Agreement and Rules are satisfied.

ARTICLE 3: OBLIGATIONS OF DEVELOPER DURING OPERATION SERVICES

3.1 Developer, as well as their Contractors, shall comply with the following obligations:

(1) To adhere to all Applicable Law, including the Act, Rules, the governing Permit and Developer Agreement;

(2) To monitor the activities of all TP Users and any TP Residents in accordance with all Applicable Law, as well as with the TP internal operating rules and procedures, including those rules and procedures related to health, safety, and environmental matters, and to notify the Authority of any TP User or TP Resident statutory or regulatory violations or non-compliance;

(3) To operate the TP in a reasonable commercial manner in conformity with all Applicable Law, including the Act, Rules, the governing Permit and Developer Agreement, consistent with Bangladesh's long-term sustainable economic development goals;

(4) To maintain at all times all On-Site Infrastructure, as well as all TP utilities and other basic



- services described in the governing Permit and Developer Agreement in fully operational condition;
- (5) To provide reasonably equal treatment to, and avoid discriminating against, any TP Users or TP Residents in accordance with Applicable Law;
- (6) To set fees for any utilities or other basic services provided in the TP in conformity with reasonable commercial considerations as regulated by Applicable Law;
- (7) To promote the TP in coordination with the Authority both nationally and internationally;
- (8) To submit to the Authority an annual report that provides the following information for the designated EZ:
- (a) TP Investments undertaken during the preceding calendar year and the investments projected for the forthcoming calendar year;
 - (b) Number, size, employment, investment, and business activities of all TP Users;
 - (c) Area of TP Lands under operation and the on site infrastructure constructed thereon; and
 - (d) Other information deemed relevant by the Authority;
- (9) To submit to the Authority on a quarterly basis a report that provides the following information for the designated TP for each calendar month of TP operation:
- (a) Employment statistics, including the number of female workers employed;
 - (b) The volume and value of all TP Exports;
 - (c) The volume and value of all other TP sales, including all sales made to another TP customs-controlled area, as well as any sales made within Bangladesh; and
 - (d) The total monetary value of investments in the designated Naf Tourism Park.
- (10) To adhere to the performance requirements of the operation schedule for the TP as prescribed by the governing Permit, Developer Agreement, and any other Applicable Law, as well as to the financial operation obligations required by the Authority, such as the amount of, and time schedule for, capital and debt financing;
- (11) To provide the level of technical training to those Bangladeshi workers employed by the Developer as provided under the governing Permit and Developer Agreement;
- (12) To comply with the environmental and labour obligations prescribed by Section 33 and Section 34 of the Act, Rules, and all Applicable Law;
- (13) To keep all company books, records, accounts, and financial statements in conformity with international financial reporting standards as subject to audit under Applicable Law;
- (14) To maintain all facilities and On-Site Infrastructure in good working order in accordance with all Applicable Law, including the governing Permit, Developer Agreement;
- (15) To pay all required fees, taxes, or any other dues owed to any Competent Agency;
- (16) To carry out any administrative function in the TP that is delegated by the Authority, in accordance with Applicable Law;
- (17) To provide adequate security at the perimeter and common areas of the designated EZ; and
- (18) To comply with any other obligation under Applicable Law, including the Act, Rules, the



governing Permit and Developer Agreement.

ARTICLE 4: OPERATIONS AND MAINTENANCE

4.1 Operation, Maintenance and Safety of the Tourism Park Facilities and Services

(1) During the Operation Phase, the Developer shall operate and maintain the Tourism Park in accordance with Developer Agreement either by itself, or through outsourced Operations & Maintenance contractor and if required, modify, repair or otherwise make improvements to the Tourism Park to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Good Industry Practice.

(2) The operations and maintenance hereunder shall include but not be limited to:

(a) ensuring optimal operation and maintenance of the Tourism Park, in accordance with the Specifications and Standards prescribed herein, throughout the Developer Period, either by performing the operation and maintenance itself or by making durable, effective and permanent arrangements for due performance of the operation and maintenance obligations by third party(s)

(b) Collecting and appropriating the fees from the Tourism Park in accordance with the provisions contained herein;

(c) Complying with the Safety Standards;

(d) Carrying out periodic preventive maintenance of the Tourism Park ;

(e) Carrying out periodic renovation as required from time to time so that the Tourism Park is always in conformity with the scope of the Developer Agreement;

(f) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, structures, buildings, pavement lighting, road signs, electricity lines, telephone lines, water facilities, sewage system and other public amenities on the Site;

(g) Undertaking major maintenance such as resurfacing of roads, pavements, repairs to structures and buildings including repairs and refurbishment of other infrastructure and Tourism Park Facilities;

(h) Preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Site;

(i) Preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Site;

(j) protection of the environment and provision of equipment and materials therefor so that the Tourism Park is in compliance with Applicable Permits;

(k) Operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Tourism Park; and

(l) Maintaining a public relations unit to interface with and attend to suggestions from the TP Users, government agencies, media and other agencies;

(3) The Developer shall promptly remove from the Tourism Park all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Tourism Park in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.



(4) The Developer shall maintain, in conformity with Good Industry Practice, and Standards and Specifications applicable, the Tourism Park Facilities located on the Site and forming part of the Tourism Park.

4.2 Operation and Maintenance Standards

The Developer shall ensure that at all times during the Operation Phase; the Tourism Park conforms to the Operational and Maintenance of highest standards set forth:

(1) Maintenance Standards

The Developer shall, at all times, operate and maintain the Tourism Park in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Developer shall, at all times during the Operation Phase, ensure compliance with the general and specific maintenance requirements.

(2) Repair/rectification of defects and deficiencies

The Developer in respect of Operation and Maintenance Standards shall include repair and rectification of the defects and deficiencies.

(3) Emergency repairs/restoration.

Notwithstanding anything to the contrary contained in this Annexure, if any defect, deficiency or deterioration in the Tourism Park poses danger to the life or property of the TP Users thereof, the Developer shall promptly take all reasonable measures for eliminating or minimizing such danger.

(4) Divestment Requirements

All defects and deficiencies specified in this Annexure shall be repaired and rectified by the Developer so that the Tourism Park conforms to the Operation and Maintenance Standards on the Transfer Date.

(5) Environmental Compliance

The development and all operations of Tourism Park shall conform with applicable law and guidelines.

(6) Safety Standards

The Developer shall ensure compliance with the safety standards set out in this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the TP

Users, including those standards set out below:

- (a) Safety Standards aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Site, irrespective of the person(s) at fault.
- (b) TP Users of the Tourism Park include staff of the Developer and its contractors working on the Tourism Park.
- (c) Safety Standards apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
- (d) The Developer shall abide by:
 - (i) Applicable Laws and Applicable Permits;



- (ii) fire safety norms as per Good Industry Practice;
- (iii) provisions of this Agreement;
- (iv) usage of earthquake resistant materials and designs in accordance with Good Industry Practice, in the event the Site is prone to seismic activity
- (v) relevant standards/guidelines contained in internationally accepted codes; and
- (vi) provisions of the Environmental Law.

(e) The Developer shall make adequate arrangements during the Construction Phase for the safety of workers and road users for safety in construction zones, and notify the Authority about such arrangements.

(f) Safety measures during Operation Phase

(i) The Developer shall develop, implement and administer a surveillance and safety programmer for TP Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

(ii) The Developer shall establish a Safety Management Unit (SMU) to be functional and designate one of its officers to be in-charge.

(7) Safety Guidelines

(a) Safe movement: In the design, construction and operation of the Tourism Park, particular care shall be taken to ensure safety of TP Users. This shall include facilities for safe and efficient evacuation in case of Emergency.

(b) System integrity: In the design of power supply, circuits and equipment's particular care shall be taken to minimize the likely incidence of failure.

(c) Restoration of service: The Tourism Park shall be designed such that in the event a fault occurs, a limited service can be provided within a few minutes by isolation of the affected area or equipment, to the extent possible.

(d) Safety management: Developer shall prepare a safety statement once in every quarter, stating clearly the system of management of checks and maintenance tolerances for various on site infrastructures. The statement shall also bring out the nature and extent of, staff training and awareness in dealing with such checks and tolerances. Two copies of the statement shall be sent to the Authority within 15 (fifteen) days of the close of every quarter.

(e) Safety equipment: The following equipment shall be provided in adequate numbers:

- (i) fire extinguishers and fire alarms at the appropriate locations;
- (ii) stretchers and standard first aid boxes; and
- (iii) such other equipment as may be required

(f) Emergency: A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during Emergency through periodic simulated exercises as laid down in a disaster management manual to be prepared and published by the Developer.

(g) Fire safety



(i) To prevent fire in the TP User areas, the Developer shall use fire resistant materials in the construction thereof and shall avoid use of materials which are to some extent flammable, or which emit harmful gases when burning.

(ii) Emergency exits should be accessible without any obstructions and the exit doors should be kept locked in the ordinary course. The exit doors shall be easy to open from inside the building in case of emergency.

(iii) Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. In complying with the provisions of this Section, the possibility of poor visibility due to smoke shall be duly taken into account. All notices and signage shall be uniform and standardized.

(8) TP User safety and information system

(a) The Developer shall provide the SMU with the facilities required for supervising TP User areas, and shall provide visual information to TP Users. The Developer shall also provide one way communication to TP Users through a Public Announcement (PA) system. The TP User call points should be located at convenient locations to allow TP Users to contact the SMU in emergencies.

(b) The TP User information system shall comprise dynamic visual displays and loudspeakers. (c) In particular, the Developer shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Tourism Park.

4.3 Maintenance Manual

(1) At least 120 (one hundred and twenty) days prior to the commencement of the phase I operations, the Developer shall, in consultation with the Authority, prepare a repairs and maintenance manual (the —Maintenance Manual) for the regular and preventive maintenance of the Tourism Park in conformity with the Operational and Maintenance Standards, Safety Standards and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Section shall apply, mutatis mutandis, to such revision.

(2) Without prejudice to the provision of the forgoing Section the Maintenance Manual shall, in particular, include provisions for maintenance of Tourism Park On site infrastructure and Facilities and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Tourism Park On site infrastructure, including replacement thereof, such that its overall condition conforms to Good Industry Practice.

4.4 Maintenance Programme

(1) Not later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Phase, the Developer shall provide to the Authority, its proposed annual programme of preventive, urgent and other scheduled maintenance (the —Maintenance Programme) to comply with the Operations and Maintenance Standards, Maintenance Manual and Safety Standards. Such Maintenance Programme shall include:

- (a) preventive maintenance schedule;
- (b) arrangements and procedures for carrying out urgent repairs;
- (c) criteria to be adopted for deciding maintenance needs;



- (d) intervals and procedures for carrying out inspection of all elements of the Tourism Park;
- (e) intervals at which the Developer shall carry out periodic maintenance;
- (f) arrangements and procedures for carrying out safety related measures; and
- (g) intervals for major maintenance works and the scope thereof.

(2) Within 15 (fifteen) days of receipt of the Maintenance Programme, the Authority shall review the same and convey its comments to the Developer with particular reference to its conformity with the Operations and Maintenance Standards, Maintenance Manual and Safety Standards.

(3) The Developer may modify the Maintenance Programme as may be reasonable in the circumstances.

4.5 Safety, breakdowns and accidents

(1) The Developer shall ensure safe conditions for the TP Users and in the event of unsafe conditions and accidents; it shall follow the relevant operating procedures and undertake removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

(2) The Developer's responsibility for rescue operations on the Tourism Park shall include safe evacuation of all TP Users and staff from the affected area as an initial response to any particular incident and shall also include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth functioning of the Tourism Park.

4.6 De-commissioning due to Emergency

(1) If, in the reasonable opinion of the Developer, there exists an emergency which warrants decommissioning and closure of the whole or any part of the Tourism Park, the Developer shall be entitled to de-commission and close the whole or any part of the Tourism Park to TP Users for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Developer to the Authority without any delay, and the Developer shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

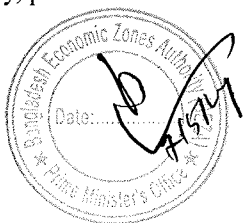
(2) The Developer shall re-commission the Tourism Park or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Developer to re-commission the Tourism Park.

4.7 Maintenance Reports

During Operation Phase, the Developer shall, no later than 7 (seven) days after the close of a quarter, furnish to the Authority a quarterly report stating in reasonable detail the condition of the Tourism Park including its compliance or otherwise with the Operation and Maintenance Standards, Maintenance Manual, Maintenance Programme and Safety Standards, and shall promptly give such other relevant information as may be required by the Authority.

4.8 Register of Maintenance Works and Inspection

The Developer must maintain a true, up to date and complete register of all maintenance work undertaken by the Developer in respect of the Tourism Park Facilities and all inspections carried out on the Tourism Park Facilities. The Developer must, following reasonable notice from the Authority, make available to the Authority the aforesaid register for inspection and if, requested to do so by the Authority, provide it with a full copy of the aforesaid register or extracts thereof.



4.9 Maintenance Inspections by the Authority

(1) Inspection: The Authority shall inspect the Tourism Park at least once in a quarter. It shall make are port of such inspection (the —O & amp; M Inspection Reportll) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Operation and Maintenance Standards, Maintenance Manual, Maintenance Programme and Safety Standards, and send a copy thereof to the Authority and the Developer within 7 (seven) days of such inspection.

(2) Test: For determining that the Tourism Park conforms to the Operation and Maintenance Standards, the Authority shall require the Developer to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Developer shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests forthwith to the Authority.

4.10 Remedial measures

(1) The Developer shall repair or rectify the defects or deficiencies, if any, set forth in the O & amp; M Inspection Report or in the test results and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the O & amp; M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Developer shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

(2) The Authority shall require the Developer to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Tourism Park into compliance with the Operation and Maintenance Standards.

(3) In the event the Developer has failed to operate and maintain the Tourism Park in accordance with the Operation and Maintenance Standards, and such failure has not been remedied within 60 days following a notice to that effect issued by the Authority (& quot; Notice to Remedy & quot;), or such longer period as may in the opinion of the Authority be reasonable and necessary to remedy the failure, the Authority may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to operate and maintain the Tourism Park or cause to repair and maintain the Tourism Park infrastructure, and Tourism Park Facilities at the risk and cost of the Developer until such failure is rectified. The Developer shall reimburse all reasonable costs incurred by the Authority on account of such operation and maintenance or repair and maintenance within 7 days of receipt of the Authority claim thereof.

(4) The Developer shall be deemed to be in material breach of Operation and Maintenance Standards if the Authority determines that, even after following written notice giving the particulars, and a reasonable opportunity to cure as per above provisions;

(a) there has been failure / undue delay in carrying out scheduled / planned maintenance or the scheduled / planned maintenance has not been carried out in accordance with the Operation and Maintenance Standards and such act has a Material Adverse Effect;

(b) the maintenance of the Tourism Park, Tourism Park On site infrastructure or Tourism Park Facilities or any material part thereof has deteriorated to a level which is below the acceptance level prescribed by the Operations and Maintenance Standards and such deterioration has a Material Adverse Effect;

(c) there has been a serious or persistent let up in adhering to the Operation and Maintenance Standards and thereby the Tourism Park, Tourism Park On site infrastructure or Tourism Park Facilities or any part thereof is not safe for operations;



(d) there has been persistent breach of Operation and Maintenance Standards. For avoidance of doubt, persistent breach shall mean:

(i) any recurring breach of Operation and Maintenance Standards by the Developer which has not been remedied by the Developer despite a Notice to Remedy in respect thereof issued by the Authority;

(ii) recurrence of a breach by the Developer, during the pendency of Notice to Remedy by the Authority requiring the Developer to remedy a breach;

(iii) repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

(iv) upon occurrence of a material breach of Operation and Maintenance Standards, the Authority shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this Agreement.

4.11 Damages for breach of operation and maintenance obligations

(1) In the event that the Developer fails to repair or rectify any defect or deficiency set forth in the Operation and Maintenance Standards within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of 0.5% (zero point five per cent) of the cost of such repair or rectification as estimated by the Authority. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of termination thereof.

(2) The Damages set forth above may be assessed and specified forthwith by the Authority provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Developer is otherwise in compliance with its obligations hereunder. The Developer shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution procedure shall apply.

4.12 Updating the Operations and Maintenance Standards and the Safety Standards

(1) The Developer acknowledges and agrees that the Operations and Maintenance Standards and the Safety Standards, will require ongoing development, amendment and updating throughout the Term to take into account:

(a) changes in Applicable Laws;

(b) changes to the manner in which the Tourism Park Facilities is being used and operated;

(c) the development/change in the units of the Tourism Park Facilities; and

(d) deficiencies in or omissions from the Operations and Maintenance Standards and the Safety Standards of which the Developer becomes aware.

(2) The Developer must:

(a) continue to develop and promptly amend or update the Operations and Maintenance Standards and the Safety Standards; and

(b) promptly submit each revised Operations and Maintenance Standards and the Safety Standards to the Authority as it is further developed, amended or replaced.



(c) without limiting any other rights, the Authority may have, if the Authority reasonably considers that:

(i) any part of the Operations and Maintenance Standards and the Safety Standards has ceased to comply with the requirements of this Agreement; or

(ii) the Developer has not further developed, updated or amended the Operations and Maintenance Standards and the Safety Standards in accordance with the requirements above, the Authority may by written notice direct the Developer to further develop, update or amend the Operations and Maintenance Standards and the Safety Standards specifying: aa. the reasons why such development, updating or amending is required; and bb. such reasonable time within which such development, updating or amending must occur, and the Developer must:

(iii) further develop, update or amend the Operations and Maintenance Standards and the Safety Standards as directed by the Authority; and

(iv) submit the further developed, updated or amended Operations and Maintenance Standards and the Safety Standards to the Authority within the time specified in the Authority's notice.

(3) The Developer:

(a) must comply with the Operations and Maintenance Standards and the Safety Standards submitted to the Authority;

(b) agrees that compliance by it with the Operations and Maintenance Standards and the Safety Standards will not in any way lessen or affect:

(i) its liabilities or responsibilities under this Agreement or otherwise according to Applicable Laws; or

(ii) the Authority's rights against it, whether under this Agreement or otherwise according to Applicable Laws.

(4) The Authority shall have the right at any time to audit at the Authority's cost with 28 days notice of its intention to exercise this right.



Appendix 3C: Technical Standards

ARTICLE-1: GENERAL

1.1 Documents Comprising the Technical Standards Appendix

- (1) The Technical Standards Appendix consists of,
- (a) the General Provisions;
 - (b) the Functional and Technical Requirements; and
 - (c) the Technical Standards.
- (2) The Technical Standards Appendix Chart sets out the technical standards with reference to the Design-Build Services and Operations Services Appendices 3A & 3B Clauses respectively.

1.2 Supplementing the General Conditions and Design-Build or Operating Services Appendix

The Technical Standards Appendix supplements the General Conditions and the Design-Build Services and Operations Services Appendices for the purpose of providing greater specificity of the technical standards, which the Developer is required to meet.

ARTICLE 2 THE TECHNICAL STANDARDS CHART

2.1 Design-Build or Operations Services Appendix Description

The descriptions contained in the column of the Technical Standards Appendix Chart entitled, "Description of Service" are for the convenience of the Developer and do not supersede the actual wording of the Design-Build Services and Operations Services Appendices 3A & 3B respectively.

2.2 General Quality Standards

- (1) The term "General Quality Standard" means a standard of performance which,
- (a) is competent, efficient, economical and in accordance with internationally accepted techniques used in civil works construction;
 - (b) is in accordance with professional engineering, accounting and consulting standards, as applicable, recognized by national or international professional bodies;
 - (c) is in accordance with sound management, commercial, technical, design and engineering practices;
 - (d) employs appropriate technology and safe and effective equipment, machinery and methods;
 - (e) is in accordance with national and local standards and codes in the Authority's Country;



- (f) protects the interests of the Authority, TP Users, TP Residents & Employees of the EZ;
- (g) is in accordance with the Applicable Law;
- (h) is in accordance with the technical specifications and design standards of the Authority as provided to the Developer;
- (i) is in accordance with the applicable Social Safeguards/Environmental Assessment and Social Safeguards/Environmental Management and Mitigation Plan; and
- (j) is in accordance with the Design-Build Services Appendix 3A as approved by the Authority.
- (k) would overall ensure all elements of the design & construction are 'Fit for its intended purpose'.

(2) In the event of any conflict or inconsistency between any standards that comprise the General Quality Standard, local and national standards in the Authority's Country shall prevail over international standards.

(3) The Developer shall, at all times, carry out the Services in accordance with the Technical Standards as specified and, where a specific technical standard of quality of performance has not been specified, the Developer shall perform the Services to the standard of "General Quality Standards" set out in Clause 2.2(1) of the Technical Standards Appendix.

(4) If the Authority is subjected to fines or penalties as a result of the Developer's breach of these Technical Standards, such fines or penalties shall be paid by the Developer.

2.3 Design-Build Services

(1) In respect of the Design-Build Services, the Developer shall ensure that the design of the New Facilities is prepared by qualified designers/architects who are professionally recognized to design the New Facilities.

(2) The Developer warrants that the Developer and its designers/architects and design Contractors have the experience and capability necessary for the design.

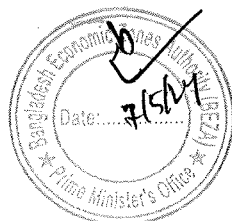
ARTICLE 3 - FUNCTIONAL & TECHNICAL REQUIREMENTS OF NAF TOURISM PARK

The Naf Tourism Park shall promote multi- purpose srvcies in the Naf Tourism Park. The Naf Tourism Park will be developed on a Design, Build, Finance, Operate and Transfer (DBFOT) model. Under this approach, the responsibilities for designing, building, financing, and operating the Naf Tourism Park are with the Developer..

3.1 Scope of Work

The Developer responsibility shall include all activities that are required to be undertaken, in order to comply with the service levels and performance criteria indicated in this clause. The facilities would need to be designed in accordance with the Technical specifications and Good Industry Practices.

- a. The Naf Tourism Park shall be designed as a world-class facility, shall preferably conceived as intelligent green buildings with probable certifications such as LEED or equivalent, in



keeping with the emphasis that the Authority lays on preserving and enhancing the environment, capturing Bangladesh's aspirations for the future.

- b. Infrastructure to have basic facilities, installations, and utilities and related services that are required to promote TP development and activity in Bangladesh includes, but not limited to,
 - i. buildings or other structures,
 - ii. sewerage, drainage, and effluent treatment facilities,
 - iii. electric power generation, transmission, distribution and backup Power supply;
 - iv. energy-supply and distribution installations, including gas supply,
 - v. wastewater, storm water, and refuse collection, treatment, and disposal facilities,
 - vi. solid-waste collection, treatment, disposal, and management systems,
 - vii. transportation networks, including roads and bridges,
 - viii. telecommunications and information technology,
 - ix. potable water supply-and-distribution services, and
 - x. medical and capacity training facilities.
 - xi. Bio Composting facilities, Rain Water Harvesting,
 - xii. internal street Lighting, Storage,
 - xiii. Open Green Spaces
- c. Common Facilities to include, Fire Station and Fire Sump, Entrance Plaza/ Security Office, Custom House, Business centre, Canteen/Restaurant, Training Centre, Administrative Building, Conference Room, Medical Center, Auditorium/Convention Centre, Logistics Hub,Recreational facilities etc.
- d. In general the layout development shall be in compliance with the applicable development control regulation/building bylaws of the competent authority local and/or global.
- e. Road width shall not be less than 12 m. Carriage way width of 5.5 m for intermediate lane or 7m two lanes are usually recommended for internal roads. Paved shoulders of 1.5m to 2m width are recommended. Carriage way may be constructed in asphalt or concrete.
- f. Road furniture
 - i. For traffic safety and convenience, appropriate signs, markings, lighting and guideposts are to be provided on curves, intersections, public utility places etc.
 - ii. Proposals for road furniture are made considering the importance of the road, safety and aesthetics. The design of road furniture and quality proposed are of high standard. Accordingly, the following road furniture for the roadway are recommended:
 - 1. Pavement marking using reflector thermoplastic road painting
 - 2. Cautionary, regulatory and informatory sign boards
 - 3. Single pole street lighting @ 30m interval along the edges of the road
 - 4. Identification signs
- g. Rain/Storm water drains: appropriate rain and storm water drainage system shall be provided.

3.2 Building Design and Construction Considerations

- (a) The Developer shall conform to the Building Code and Applicable Law, as applicable.
- (b) The Developer shall conform to appropriate International Standards (standards followed in United States of America and United Kingdom) as per best industry practice for specialized components where Bangladesh standards are not available.
- (c) Special construction should be given to the choice of fireproof construction for the buildings.
- (d) Large sections of the glass shall be shatter resistant.



3.3 Building Management System (BMS)

The building management system shall be implemented for effective management, monitoring and integration of various equipment like HVAC systems, Access Control systems, fire detection system, Plumbing pumps, Fire Pumps etc. The Building Management System should also ensure that lifts, fire protection system, water level status and common area lighting are monitored and centrally controlled. The BMS shall perform the following general functions:

1. Building Management & Control
2. Data Collection & archival
3. Alarm Event & Management
4. Trending
5. Reports & MIS Generation
6. Maintenance & Complaint Management
7. Network Integration

3.4 Sewage Treatment Plant

A sewage treatment plant that meets pollution control regulations for recycled water for landscaping uses, maintaining the Park's concept of a "green culture".

3.5 Safety and Security

Security should be one of the top priorities at the Naf Tourism Park. The Naf Tourism Park should have a 24-hour security system, backed by state-of-the-art surveillance systems and a reliable and committed security force and protocols.

3.6 Project Management

For hassle free facilities, dedicated on- call project management & maintenance team is required to provide round-the-clock services, upholding the quality of the Naf Tourism Park and ensuring reliable support to the TP Users at all times. These include the maintenance of but not limited to:

1. Air-conditioning
2. Mechanical Ventilation systems
3. Building management system
4. Building security system
5. Car parking systems
6. Electrical installation
7. Fire protection system
8. Gardening and landscaping services
9. Pest control
10. Sanitary and plumbing systems
11. Telecommunication facilities



12. Transport shuttle services

3.7 Environmental Considerations

The Developer shall undertake an Environmental Assessment (EA), including proposed buildings and associated access and service facilities (access roads, electricity and water supply, landscaping, etc.) before the construction of the buildings to identify and mitigate any site preparation, construction and operational environmental related impacts. The EA will be done in concurrence with the layout and design of the Economic Zone infrastructure and service facilities. The design of the New Facilities will incorporate adequate measures to mitigate construction related impacts and provision of adequate facilities for solid and liquid waste disposal facilities, soil and water conservation measures, drainage and erosion control, as well as other measures identified in the Environmental Assessment.

As part of the environmental assessment, a basic social assessment will need to be conducted by the Developer, to ensure access for those households and businesses above and below the Naf Tourism Park and surrounding the access roads. An environmental management plan (EMP) would be developed to manage and mitigate any potential negative environmental impacts posed by the development and operation of the New Facilities. The developer will be responsible to ensure full compliance with the EMP and any other conditions imposed by the Government of Bangladesh.

3.8 Engineering Codes and Standards

The engineering codes and standards to be used for set-up of the Naf Tourism Park should be in accordance with international and national/local standards, codes in the Authority's Country. It should encompass the following:

- a) Standard on earthquake engineering
- b) Standard on civil, Mechanical & Electrical engineering structures,
- c) Standard on construction practices
- d) Standard on safety in building



Appendix 4: Site Appendix

FOR DESIGN, BUILD, FINANCE, OPERATE AND
TRANSFER OF

NAF TOURISM PARK (JALIARDWIP), TEKNAF,
COX'S BAZAR, BANGLADESH.

..... 2024



Appendix 4: Site Appendix

ARTICLE 1- GENERAL

The purpose of this Appendix is to locate the Site on which the NAF TOURISM PARK (JALIARDWIP) is to be developed. This appendix the Site map as reference material.

1.1 Site

(1) For the purposes of the Developer Agreement, the —Site shall mean the areas outlined in the map set out in Attachment 1 to this Site Appendix (the —Site Map).

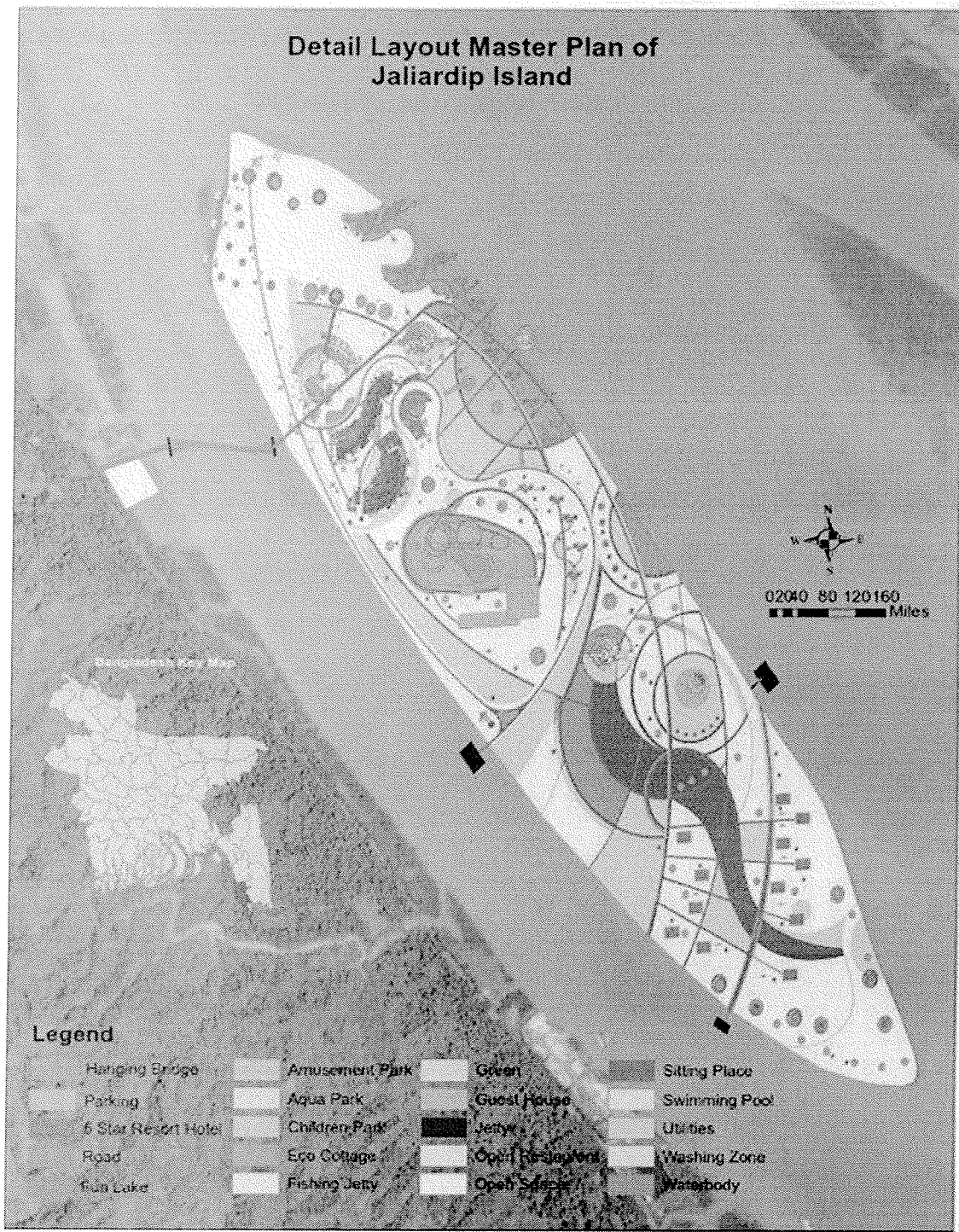
(2) NAF TOURISM PARK (JALIARDWIP) Site is the portion of land and measuring 352 acres.

Attachment 1

Site Map (*Insert*)



Detail Layout Master Plan of Jaliardip Island



Legend

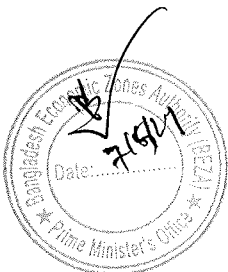
Hanging Bridge	Amusement Park	Green	Sitting Place
Parking	Aqua Park	Guest House	Swimming Pool
5 Star Resort Hotel	Children Park	Jetty	Utilities
Road	Eco Cottage	Open Field	Washing Zone
Fun Lake	Fishing Jetty	Open Space	Waterbody



Appendix 5: Liquidated Damages – Operations

APPENDIX 5 TO THE GENERAL CONDITIONS
FOR A DEVELOPER AGREEMENT TO
DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER of
NAF TOURISM PARK (JALIARDWIP), TEKNAF,
COX's BAZAR, BANGLADESH.

..... 2024



Appendix 5: Liquidated Damages – Operations

ARTICLE 1 - GENERAL

1.1 Developer's Acknowledgements

The Developer acknowledges and agrees that,

- (a) a failure of the Developer to meet the Completion Date set out in SC is a breach of the Developer Agreement;
- (b) the Developer shall pay to the Authority liquidated damages (the "Liquidated Damages") upon an Occurrence (as defined in LDA Clause 1.2); and
- (c) Liquidated Damages payable under this Liquidated Damages Appendix do not constitute the only or the full quantum of damage incurred by the Authority as a result of an Occurrence and represents only a genuine pre-estimate of the damages that will be suffered by the Authority upon an Occurrence.

1.2 Definition of Damages

For the purposes of this Liquidated Damages Appendix, the Developer shall be obliged to pay Liquidated Damages in accordance with LDA Article 2 if it is unable to meet the Completion Date set out in the SC as identified in this Liquidated Damages Appendix.

1.3 No Waiver

The right of the Authority to receive such Liquidated Damages shall not limit any of its other rights pursuant to the Developer Agreement including, without limitation, the Authority's rights pursuant to GC Clause 1.6 and 10.2.

ARTICLE 2 - CALCULATION OF LIQUIDATED DAMAGES AND PAYMENT

2.1 Calculation for Failure to meet Completion Date

- (1) Liquidated Damages of \$2500 (US dollars two thousand five hundred) shall be paid by the Developer for each day's delay in completion of the New Facility.
- (2) Liquidated Damages shall not be calculated for an Occurrence listed in LDA Clause 2.1 if the cause of the Occurrence was beyond the Developer's control.
- (3) The total amount of Liquidated Damages payable by the Developer shall not exceed 1% of the total Investment, which is equivalent to the performance security.

2.2 Payment of Liquidated Damages

- (1) The Developer shall provide the Authority with an account for its review and approval of any Liquidated Damages payable to the Authority for a month within 15 days after the end of the applicable month. If the Developer does not provide the Authority with such an account within such 15-day period, the Authority may request that the PIU, provide the account.
- (2) Upon approval of the account by the Authority, the Developer shall pay the Liquidated Damages to the Authority in BDT/USD as agreed by both the parties to a bank account as directed by the Authority.



Appendix 6: Developer Expertise

TO THE DEVELOPER AGREEMENT TO DESIGN, BUILD, FINANCE, OPERATE AND
TRANSFER OF NAF TOURISM PARK (JALIARDWIP), TEKNAF, COX"s BAZAR,
BANGLADESH.

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Appendix 6: Developer Expertise

ARTICLE 1-GENERAL

1.1 Expertise of the Developer

The Developer shall provide the expertise set out in Attachment 1 to the Developer Expertise Appendix with its own forces.

1.2 Key Personnel

In addition to meeting the requirement to provide expertise in accordance with Clause 1.1 of this Developer Expertise Appendix, the Developer shall provide all Key Staff listed in Attachment 2 to this Developer Expertise Appendix. The Developer shall staff each —Key Staff position with a separate individual.



Attachment 1 To The Developer Expertise Appendix: The Developer Personnel Expertise

Attachment 1 to the Developer Expertise Appendix
The Developer Personnel Expertise

[Note: The fields of expertise and examples of task coverage are samples only and will be revised by the Bidder.]

Field of Expertise	Examples of Task Coverage (examples only, not an exhaustive list)
<i>[Project Management and Construction and Plant Management]</i>	<i>[Overall management of the Project and of all construction activities. Reporting and coordination with the Authority]</i>
<i>[Marketing & Outreach]</i>	<i>[Marketing and Positioning, attracting Clients, Grounding Investments, client relations, customer service etc.]</i>
<i>[Operations Management]</i>	<i>[Operation & Maintenance and administration of Tourism Park]</i>



Attachment 2 To The Developer Expertise Appendix: List Of Key Staff

Attachment 2 to the Developer Expertise Appendix

[Note: The list of Key Staff is a sample only and will be revised by the Bidder.]

1. Project Director
2. Operations Manager 3. Marketing Manager
3. List of Key Staff
4.
5.



Appendix 7: Negotiation Between BEZA and JV of

(Insert)



10/17/17

Appendix 8 -Developer's Bid

(Insert)



Appendix 9: Escrow Agreement

(To be inserted)



Appendix 10 - Land Lease Agreement

For

DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) OF
NAF TOURISM PARK (JALIARDWIP), TEKNAF, COX'S BAZAR,
BANGLADESH.

.....20....



Land Lease Agreement

DRAFT LAND LEASE AGREEMENT

For

DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) OF
NAF TOURISM PARK (JALIARDWIP), TEKNAF, COX's BAZAR,
BANGLADESH.

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LAND LEASE AGREEMENT

THIS AGREEMENT made and entered into on this day of, two thousand fifteenth year of the Christian era.

BETWEEN

Bangladesh Economic Zones Authority established under the Bangladesh Economic Zone Act, 2010 (Act No. 42 of 2010) and having its office at Biniyog Bhaban (7th, 8th, 9th floor,)E-6/B, Agargaon, Sher-e- Bangla Nagar, Dhaka-1207, Bangladesh, hereinafter referred to as the “Lessor or Authority ” (which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part;

AND

(*Developer's name*), incorporated under the provisions of the (respective law/ rule) and having its principal place of business at (*Address of the developer*), hereinafter referred to as the “LESSEE” or “Developer” (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS, the Lessor has entered into a Developer Agreement dated _____ with the LESSEE/ Developer, hereinafter referred to as the “Developer Agreement”, wherein the LESSEE has agreed to construct Project Infrastructure and Project Facilities at the Naf Tourism Park , located at Teknaf upazila, Cox's Bazar District Bangladesh on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis and the Lessor has agreed to provide land for the project; and

WHEREAS, the Lessor has acquired the land as described in the Schedule, hereinafter referred to as the “scheduled land”, and now desires to lease the scheduled land to the LESSEE and the LESSEE desires to take on lease from the Lessor, the scheduled land for the purpose of implementation of the Project by performing all its obligations in accordance with the Developer Agreement.

NOW THEREFORE, in consideration of the premises and covenants set forth and for other good and valuable considerations, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1: THE LEASE

1. Lease of Land

The Lessor hereby leases unto the LESSEE and the LESSEE hereby gets lease from the Lessor the scheduled land for the purpose of Design, Buid, Finance, Operate and Transfer (DBFOT) the Naf tourism Parkas specified in this Developer Agreement.

1.2 Payment of Lease money

In addition to the other returns and payment to the Authority, the LESSEE shall pay to the LESSOR the Land Lease Payment and the Escalation thereon for the scheduled land at the rate and according to the payment procedure as prescribed in GC Clause 7.2 and APPENDIX 2 (Terms and procedure of Payment) of the Developer Agreement.

1.3 Use of Lands

1.3.1 The LESSEE shall use the scheduled land for the purpose of Design, Build, Finance and Operate the Naf Tourism Park and Transfer the same, to the Authority in accordance with the terms and conditions



of the Developer Agreement, the Act, the Rules and all applicable laws, rules, regulations and government orders and Notifications and for no other purpose. The LESSEE shall not use the scheduled land for any purpose which is unlawful, prohibited and not specifically permitted in the Developer Agreement and this Land Lease Agreement and which is or may be a nuisance to or interfere with the peaceful possessions of the owners or occupiers of any neighboring plot(s)

1.3.2 The LESSEE shall occupy and use the Leased Lands during the term of the lease in order to carry out the activities and functions relating to construction, operation, maintenance of Naf Tourism and other related activities and functions in accordance with this Developer Agreement. The LESSEE shall, for the purposes of fulfilling the requirements of the Developer Agreement, be deemed to have been authorized to alter the present nature of the scheduled land by digging out, filling in, leveling, compacting.

1.4 Acceptance of Scheduled Land in Present Condition

The LESSEE acknowledges that it has inspected the scheduled land and accepts the same in its present condition, as is in accordance with all the terms and conditions of this Land Lease Agreement.

1.5 Effective Date and Lease Term

This Land Lease Agreement shall be effective from the date of signing of the Developer Agreement and shall continue for a period of 50 (fifty) years unless the Developer agreement along with this Land Lease Agreement is early terminated.

This Land Lease Agreement may be extended in line with the extension of Tenure of Developer Agreement, if any, upon such further terms and conditions as may be agreed upon by the LESSOR and the LESSEE.

1.6 Termination

1.7 Lessor's Right of Entry

The LESSEE shall at all reasonable times permit the LESSOR, its officials, agents, representatives, officials of Project Implementing Unit for the Naf Tourism Park, workmen and other Person(s) authorized by LESSOR to enter the scheduled land for any the purpose including inspection, supervision, monitoring and compliance in respect of Design-Build services and operation services to be performed by the LESSEE.

1.8 Lessee's Obligation to Pay Taxes, etc

The LESSEE shall pay to the relevant authorities all the taxes, duties, charges, rates, fees and other payables levied or charged by such authorities. For the scheduled land and for any activities undertaken and performed by the Developer in the Scheduled land for which the LESSEE is responsible for payment under the Developer Agreement and applicable laws.

1.10 Limit of Rights

This Land Lease Agreement shall create only a leasehold right in favor of the LESSEE. The LESSEE shall, subject to prior approval of the LESSOR, be entitled to sub-lease the necessary portion of the scheduled land to the unit investors. Neither LESSEE nor its Unit Investors and other tenants shall have any right to assign, mortgage, lien or pledge the scheduled land.

1.11 Costs to be borne by the LESSEE

All costs incidental to this Land Lease Agreement and to the subsequent sub-lease, shall be borne by the LESSEE.



ARTICLE 2: LESSEE'S RIGHT OF WAY AND ACCESS AND OBLIGATION OF ESTABLISHING

CONNECTIVITY AND UTILITY FACILITIES

2.1.1 The LESSEE shall have the right of way over, across and through the Scheduled Land during the Lease period for Designing, construction, operation, and maintenance of the Tourism Park.

2.1.2 So long as the LESSEE is not in default under any of the terms and conditions of this Land Lease Agreement and Developer Agreement, the LESSEE shall have and enjoy the right of ingress in and egress from the scheduled land.

2.1.3 The LESSEE, at its own cost, shall make necessary arrangements for access to or connection to:

- (a) National road, feeder road, connecting road and/or railway as may be available;
- (b) Water, drainage, sanitary and sewer facilities; and
- (c) Telephone and electric lines.

ARTICLE 3: LIEN AND CLAIMS

The LESSEE covenants and agrees to unconditionally indemnify the LESSOR from and against and hold the LESSOR harmless from any claim(s) of any nature whatsoever arising out of or in any manner connected with the construction, installation, erection, maintenance, repair, occupancy, use and/or operation of any development and facilities performed by the LESSEE on the scheduled land. The LESSEE further covenants that the LESSEE shall keep the scheduled land unencumbered.

ARTICLE 4: COMPLIANCE OF LEGAL REQUIREMENTS

4.1 Pollution Control

The LESSEE covenants and agrees that it shall take care on the aspect of air, water or ground at or upon the scheduled land and/or in the vicinity of its operations or activities, strictly in accordance with the applicable laws, rules and regulations and in accordance with the terms and conditions of the Developer Agreement. The LESSEE further covenants and agrees that it will not bring into, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or around the scheduled land and Naf Tourism Park any hazardous materials for preventing Pollution.

4.2 Compliance with Laws and Practices, Obtaining Permits and Registration

4.2.1 The LESSEE'S exercise of rights and/or privileges extended hereunder shall at all times be in full compliance with all applicable laws, rules, regulations and practices, including safety measures, standard labor management practices, gender sensitive issues and environmental management.

4.2.2 The LESSEE will keep and maintain the scheduled land and Naf Tourism Park strictly complying with and shall not cause or permit the scheduled land and Naf Tourism Park to be in violation of any legal requirements and shall not allow any other person or entity to cause any violation of any legal requirements.

4.2.3 The LESSEE shall obtain all required permits/ approval needed to construct new facilities and/or conduct the operations or activities contemplated under the Developer Agreement.

4.2.4 This Land Lease Agreement shall at the cost of the LESSEE, be registered under the applicable laws of Bangladesh.



ARTICLE 5: INDEMNIFICATION AND INSURANCE

5.1 The LESSEE shall protect, indemnify, keep and hold the LESSOR harmless from and against any and all costs and liabilities imposed for or arising of violation of any law, rules or regulations of Bangladesh, any local authorities, or any governmental authorities by any act or omission of the LESSEE or its contractors and/or representatives. The LESSEE shall further fully indemnify and hold harmless the LESSOR from and against any and all liability arising out of or in any connection with use and occupancy of the scheduled land and Naf Tourism Park including the operation of LESSEE's business, construction, erection, installation, repair, maintenance, alteration and/or demolition of any developments, facilities and/or equipment or any other activities of the LESSEE or the failure on LESSEE's part in any respect to comply with the legal and contractual requirements thereof.

5.2 The LESSEE shall, at its own costs and expenses, maintain required insurance coverage and policies in accordance with the applicable laws, rule and regulations of Bangladesh.

ARTICLE 6: TERMINATION

6.1 Termination

6.1.1 For violation or noncompliance of any term(s) and condition(s) of this Land Lease Agreement and the Developer Agreement by the LESSEE, the Developer Agreement the Developer Agreement shall be terminated and with termination of the Developer Agreement this Land Lease Agreement shall stand terminated and inoperative automatically on the day of termination of the Developer Agreement.

6.1.2 Upon Termination of the Developer Agreement and this Land Lease Agreement the LESSEE shall quit and surrender the scheduled land to the LESSOR in good condition, excepting only natural wear and tear from a reasonable use thereof pursuant to the provision of the Developer Agreement.

6.1.3 Upon Termination of the Developer Agreement and this Land Lease Agreement the LESSOR shall have rights to take all consequential measures and the LESSEE shall comply with all its obligations in accordance with the Developer Agreement

ARTICLE 7: SUCCESSORS AND ASSIGNEES

The covenants, terms, conditions, and obligations set forth and contained in this Land Lease Agreement shall be binding upon the Parties and inure to the benefit of the LESSOR and the LESSEE and their respective successors and assignees.

ARTICLE 8: SUPERIORITY OF THE DEVELOPER AGREEMENT

This Land Lease Agreement shall be the integral part of the Developer Agreement; it shall not be treated to be the special independent agreement Between the Authority and the Developer; its provisions shall not override any provision of the Developer Agreement; it shall be red together with the relevant provisions of the Developer Agreement; and in the event of any conflict between any provision of this Land lease Agreement and that of the Developer Agreement, the provision of Developer Agreement shall prevail.

IN WITNESS WHEREOF this Lease Agreement has been executed in duplicate, each of which, for all purposes, shall be deemed to be an original and both of which shall be the evidence one agreement between the Parties.



THE SCHEDULE

District: COX's Bazar, Upazila: Teknaf, Mouza:

1. Reserve Teknaf Mouza
2. Teknaf Mouza
3. Teknaf Dakkhin Hila Mouza

Plot Nos.:

1. Plot No.- 506 of Reserve Teknaf Mouza
2. Plot No.- 2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19 of Teknaf Mouza
3. Plot No.- 26072,26073,26076,26077,26071,26074,26078,26075

Part plot Nos.: *N/A*

Area of land: 280 acres (Approx), as selected and declared "NAF Tourism Park (Jaliardwip)" by the Government by S.R.O. No. (*Number of SRO*) published in the Gazette Notification dated (*date of gazette notification*)

Signature of the Authorized Officer
for the LESSOR

Signature of the Authorized Person for the
LESSEE

Witnesses:

1.

2.

Witnesses:

1.

2.



