



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
MINISTRY OF ROAD TRANSPORT & BRIDGES  
BRIDGES DIVISION  
**BANGLADESH BRIDGE AUTHORITY (BBA)**  
Setu Bhaban, Banani, Dhaka-1212

**DRAFT TENDER DOCUMENT (International)**

FOR

*Long-Term Lease for the Operation and Maintenance of Service Area  
Facilities as Hotel/Resort, Developed in Connection with the Construction  
of Karnaphuli Tunnel at Anwara, Chattogram, Bangladesh.*

**OPEN TENDERING METHOD**

Re-invitation (2<sup>nd</sup>) for Tender No: 50.01.0000.000.105.34.0003.23-10; Date: 23 April, 2026 (BST)

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## SECTION 1. Brief Description of the Lease

Bangladesh Bridge Authority (“Lessor” or the “Land owner”) under Bridges Division, Ministry of Road Transport and Bridges intends to lease out a Service Area Facilities on a longtime basis to operate it as Hotel or Resort for business and Maintenance upto its standard. The selected Operator/ Lessee shall carry out marketing for the said property and provide all related services to their guests of the Resort facilities as per the standards of at least a 3-Star standard as stipulated by the Ministry of Civil Aviation and Tourism, Bangladesh. It shall include all front office management, room services, housekeeping, repair and maintenance services, food and beverage services and any other related services including but not limited to transport and logistics, Travel desk, Banquets, conferences, Spa and wellness, etc. The Operator shall submit proposed pricing/tariff structures to BBA for review and non-objection. BBA reserves the right to object to any pricing deemed unreasonably excessive, discriminatory, or inconsistent with market conditions. The proposed engagement/lease would be for a period of 29 (Twenty-Nine) years. The Operator shall not assign, novate, sub-lease, transfer, or otherwise dispose of its rights or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the Lessor, which may be withheld at the Lessor’s sole discretion.

Interested Operators/Lessee are requested to submit their Technical and Financial Proposals for running the facilities of the property on a business model. A short description of the Service Area is appended in the following:

The Service Area Facilities were developed in connection with construction of Karnaphuli numbers Bungalows, 48 units Motel Mess, one Convention Center, A Resort reception Building with Restaurant, Shops, Food court, Gymnasium, office space and conference facilities, Swimming Pool, Playground, Tennis Court, recreational zone, Amphitheatre, Museum, Generator & Substation Building, Mosque, Health Center, Water Treatment plant (02 Nos), walkway, internal roads, landscaping & Grassing, drainage facilities and other facilities constructed over an area of 72 acres land. The service area is bordered by a sea beach on the west, low-lying terrain on the north and south, and is open to Parkie Beach Road on the east. A small natural canal traverses the service area, with two 45-meter-long arch bridges constructed over it, significantly enhancing the area’s aesthetic appeal for the tourist.

It is noted that VIP Bungalows (Karnaphuli), Bungalows-23, Bungalows-24 and 4 units of the Motel Mess (Building-4C) are excluded from lease agreements. These facilities will remain under the direct management of the Bangladesh Bridge Authority (BBA) as part of the Operation and Maintenance (O&M) works for the Karnaphuli Tunnel. In addition, complementary access to selected recreational and support facilities- including the swimming pool, indoor/outdoor games area, and gymnasium will be made available to the Client at time.

All the structures are designed considering 50 years of durability following the Bangladesh National Building Code (BNBC) and ACI 318-19. All the Structures are newly constructed with interior works, well furnished with Furniture, Furnishing items, Air conditioning, Refrigerator, Refrigerator, Micro Oven, TV, kitchen utensils and all others necessary items. More details of the Services are provided in the Tender Document.

The Tender shall include the following documents.

- a) Section 1. Brief Description of the Lease
- b) Section 2. Information to Tenderers
- c) Section 3. Technical Proposals – Standard Forms
- d) Section 4. Financial Proposal – Standard Forms
- e) Section 5. Terms & Conditions of the Lease
- f) Section 6. Draft Lease Agreement

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## SECTION 2. INSTRUCTIONS TO TENDERERS

### 1. Introduction

- 1.1. The Client named in the “Data Sheet” will select a Tenderer, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. Interested Tenderers are invited to submit a Technical Proposals and a Financial Proposals in two separate envelopes, as specified in the Data Sheet (the “Tender”). The Tender will be the basis for contract negotiations and ultimately for entering into a Lease Agreement with the successful Tenderer.
- 1.3. The Assignment shall be implemented in single phase as indicated in the Data Sheet.
- 1.4. The Tenderers must familiarize themselves with local conditions and take them into account in preparing their Tenders. To obtain first-hand information on the Assignment and on the local conditions, Tenderers are encouraged to pay a visit to the Client and the Service Area facilities before submitting tender and to attend a pre-Tender meeting if one is specified in the Data Sheet. Attending the pre-Tender meeting is optional. Any Tenderer’s representative shall contact the officials named in the Data Sheet to arrange for their visit to the property or to obtain additional information on the pre-Tender meeting. Tenderers should ensure that these officials are advised of the visit with adequate time to allow them to make appropriate arrangements.
- 1.5. The Client shall provide the inputs specified in the Data Sheet and shall make available relevant project details to the Tenderers.
- 1.6. Please note that (1) the costs of preparing the Tender and of negotiating the Lease Agreement, including a visit to the Service Area facilities, Chattogram are not reimbursable as a direct cost of the Assignment; and (2) the Client is not bound to accept any of the Tender submitted; (3) All costs incurred by the Tenderer in connection with the preparation and submission of its Tender, including negotiations, travel, site visits, and participation in meetings, shall be borne solely by the Tenderer. Under no circumstances shall the Client be liable for such costs, regardless of the outcome of the tender process.
- 1.7. The Client expects Tenderers to adopt fair business practices, provide professional, objective, and impartial advice and at all times hold the Client’s interest’s paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Tenderers shall not be hired for any assignment that would conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
  - 1.7.1. Without limitation on the generality of this rule, Tenderers shall not be awarded the contract under the circumstances set forth below:
    - a) A firm which has been engaged by the Client to provide goods or works or operation and maintenance related services for the project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or operation and maintenance related services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.

- b) Tenderers or any of their affiliates shall not be hired for any assignment which, by its nature, may conflict with another assignment of the Tenderers.
- 1.7.2. As pointed out in para. 1.7.1 (a) above, Tenderers may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Tenderer should take the likelihood of continuation into whether or not to have the downstream assignment carried out, and if it is carried out, which Tenderer will be hired for the purpose.
- 1.8. The Government requires that Client, as well as Lessee/Operator, observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts.
- a) In pursuance to this policy, the Client defines, for the purposes of this provision, the terms set forth below as follows:
- (1) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
  - (2) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefits or to avoid an obligation.
  - (3) “Collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of other party.
  - (4) “Coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - (5) The Authority will reject a Tender for the award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
  - (6) “Obstructive Practice:
    - i) deliberately destroying, falsifying, altering or concealing of evidence materials to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - ii) acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- b) The Authority will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract; and
- c) The Authority will have the right to inspect Tenderer’s accounts and records relating to the performance of the contract and to have them audited by auditors.
- 1.9. Tenderer shall be aware of the provisions in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 of the Government of Bangladesh. Any violation of these provisions may result in rejection of the Tender and debarment from future proceedings.

- 1.10. The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said Procurement proceedings.
- 1.11. The Tenderer is expected to examine all instructions, forms, terms, Terms & Conditions of the Lease in the Tender Document as well as Addendum, if any. Failure to examine the Tender Documents, including any clarifications or addenda issued, shall not relieve the Tenderer from any obligation under its Tender  
or any resulting agreement. No claim shall be entertained on grounds of misunderstanding or lack of information.
- 1.12. The procuring entity reserves the right to accept or reject any or all the tenders received by providing proper reasoning.

## **2. Clarification and Amendment of Tender Documents**

- 2.1. Tenderers may request a clarification of any item of the Tender document up to the date and time indicated in the Data Sheet, before the Tender submission date. Any request for clarification must be sent in writing to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will forward the response (including an explanation of the query but without identifying the source of inquiry) to all Tenderers.
- 2.2. At any time prior to the deadline for submission of Tenders, the Client, for any reason on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.
- 2.3. The Addendum issued under ITT Sub Clause 2.2 shall become an integral part of the Tender Document and shall be communicated in writing to all the Tenderers, to enable the Tenderers to take appropriate action.
- 2.4. To give Tenderers a reasonable time to take any Addendum into account in preparing its Tender, the Client may extend the deadline for the submission of Tenders pursuant to Rule 117(22) of the Public Procurement Rules, 2008.

### 3. Preparation of Tender

- 3.1. In preparing its Proposals, the Tenderers shall examine in detail the documents comprising the Tender Document. Material deficiencies in providing the information requested may result in non-responsiveness of a Tender.
- 3.2. The Tenderer shall prepare the Technical Proposals using the forms furnished in Section 3: Technical Proposals Standard Forms.
- 3.3. The Tenderer shall submit the Financial Proposals using the forms furnished in Section 4: Financial Proposal Standard Forms.
- 3.4. Tenderers are requested to submit a Tender (para 1.2) written in the language(s) specified in the Data Sheet.

#### TECHNICAL PROPOSALS

- 3.5. While preparing the Technical Proposals, Tenderers must give particular attention to the following:
  - a) If it indicated in the Data Sheet that Consortium is permitted for this Assignment, the Tenderer may obtain a full range of expertise by associating with individual Tenderer(s) and/or other Tenderer or entities in a joint venture or sub-consultancy, as appropriate. Tenderers may associate with the other Tenderers invited for this Assignment only if it is indicated in the Data Sheet that Consortium is permitted for this assignment. Tenderers must obtain the approval of the client to enter into a Joint Venture with Tenderers not invited for this assignment. The reply from the client shall not be unreasonably withheld or delayed and shall be provided within ten (10) business days.
  - b) Accounts/Reports to be submitted by the Tenderer as part of this assignment must be in the language(s) specified in the Data Sheet.
- 3.6. The Technical Proposals should provide the following information using the attached Standard Forms (Section 3):
  - (i) Technical Proposals Submission Form (Section 3A)
  - (ii) Details of the Tenderer (Section 3B)
  - (iii) Undertaking for Experience in Hotel / Hospitality Management: The undertaking shall specify that the Tenderer has been engaged in the Business of Hotel / Hospitality management during the past 20 (twenty) years. Additionally, the undertaking shall also specify that the Tenderer has been operating/managing at least 100 (One Hundred) rooms in hotel/resort properties across Bangladesh and/or abroad, with a minimum capacity of 20 (Twenty) Rooms in each hotel property (Section 3C),
  - (iv) Details of Tenderer's Experience: A brief description of Tenderer's organization and an outline of recent experience on Hotel / Resort projects of a similar nature. For each project, the outline should indicate, inter alia, the profiles and names of the key staff provided, duration of the assignment, contract amount, and firm's involvement (Section 3D),
  - (v) A description of the methodology and work plan for performing the assignment (Section 3E),
  - (vi) Financial capacity of the Tenderer including a certificate from independent / statutory auditor in the prescribed format (Section 3F),

- (vii) Power of Attorney for Authorized Signatory of the Tenderer (Section 3G),
  - (viii) Any comments or suggestions on the Terms & Conditions of the Lease and on the data, a list of services, and facilities to be provided by the Client (Section 3H),
  - (ix) Any additional information requested in the Data Sheet
- 3.7. The Technical Proposal shall not include any information pertaining to the Financial Proposals. Tenderers submitting any Financial Proposal information along with the Technical Proposals shall be disqualified.

## **FINANCIAL PROPOSAL**

- 3.8. In preparing the Financial Proposal, Tenderers are expected to take into account the requirements and conditions of the Tender documents. The Financial Proposal should follow Standard Forms (Section 4).
- 3.9. The Tenderer should quote their price offer as per Form 4A and Form 4B in the relevant slot provided for all the services sought by the Client in the Terms & Conditions of the Lease. The Price Offer by the Tenderer shall be as specified in the Data Sheet.
- 3.10. The Tenderer shall express the price of their services as per the information provided in the Data Sheet and elsewhere in the tender document.
- 3.11. The Data Sheet indicates how long the Tenders must remain valid after the submission date. The Client will make its best effort to complete negotiations within this period. In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Client may solicit, not later than ten (10) days before the expiry date of the Tender validity, compulsorily all the **Tenderer's** consent to an extension of the period of validity of their Tenders. If the Client wishes to extend the validity period of the Tenders, the Tenderer who do not agree have the right not to extend the validity of their Tenders.
- 3.12. The request for extension of the Tender Validity period shall be in writing and shall state the new date of the validity of the Tender. The notification may be sent by registered letter, electronic mail or any other method the Client finds suitable.
- 3.13. The **Tenderers** consenting in writing to the request as stated under ITT Sub Clause 3.12 shall not be required or permitted to modify its Tender in any circumstances. If the **Tenderers** are not consenting in writing to the request made by the Client as stated under ITT Sub Clause 3.12, its Tender shall not be considered in the subsequent evaluation.
- 3.14. The **Tenderers** shall maintain the availability of Professional staff/experts nominated in the Tender during the Tender validity period. Failure of the Tenderer to maintain the availability of the nominated professional staff during the validity period may lead to disqualification and/or forfeiture of Bid Security.

#### 4. Submission, Receipt and Opening of Tenders

- 4.1. The Tenderer shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “ORIGINAL” and “COPY, as appropriate.” These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as “TECHNICAL PROPOSAL”.
- 4.2. The Tenderer shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as “FINANCIAL PROPOSAL” and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 4.3. The two envelopes shall then be enclosed in one single outer envelope.  
The inner and outer envelopes shall:
  - (a) bear the name and address of the **Tenderer**.
  - (b) be addressed to the Client at the address as specified in the Tender Data Sheet (TDS).
  - (c) bear the name of the Tender; and
  - (d) bear a statement “DO NOT OPEN BEFORE (the deadline for submission of Tender)” as specified in the TDS.
- 4.4. If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Tender.
- 4.5. If The Technical proposal is not submitted **in book binding form** or the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, the Tender may be considered as non-responsive.

#### 4.6. TENDER SECURITY

**4.6.1. BDT 50,00,000.00 (fifty lacs Taka only) payable in the form of Bank Guarantee/Pay Order/Bank Draft in favor of the “Bangladesh Bridge Authority”.**

- 4.6.2. The Tenderer’s Tender will be evaluated only on confirmation of receipt of the payment of Tender Security.
- 4.7. The original Tender (Technical Proposal and Financial Proposal;) shall be prepared as per the Tender document.
- 4.8. An authorized representative of the Tenderer shall digitally sign the Tender. The representative’s authorization is confirmed by a written Power of Attorney / Copy of Board Resolution accompanying the Tender.
- 4.9. The Client may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for the submission of Tenders, in which case all rights and obligations of the Client and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 4.10. Any Tender received by the Client after the deadline for submission of Tenders shall be declared **LATE** and returned unopened to the Tenderer.
- 4.11. The Client shall open the Technical Proposals immediately after the deadline for their submission. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 4.12. Following the opening of the Technical Proposals by the Client’s TEC, and until the Contract is signed, no Tenderer shall make any unsolicited communication to the Client or TEC, pursuant to Rule

31 of the Public Procurement Rules, 2008.

- 4.13. From the time the Tenders are opened to the time the Contract is awarded, any effort by the Tenderer to influence the Client or TEC in the Client's Tender evaluation, Tender comparison or Contract award decisions may result in non-responsiveness of the Tenderer's Tender.
- 4.14. The Client's Tender Evaluation Committee (TEC) may ask the Tenderers for clarification of their Tenders, in order to facilitate the examination and evaluation of the Tenders. The request for clarification by the TEC and the response from the Tenderers shall be in writing, and Tender clarifications which may lead to a change in the substance of the Tender or in any of the key staff or elements of the Tender will neither be sought nor be permitted.
- 4.15. If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 4.16. Requests for clarifications on Tender shall be duly signed only by the TEC Chairperson. Any unauthorized communication shall be disregarded and may result in disqualification.
- 4.17. Members of the TEC shall have no access to the Financial Proposals until the evaluation of the Technical Proposal is concluded.
- 4.18. The Tenders shall be evaluated based on what has been submitted. The material issues to be clarified with the successful Tenderer will have to be discussed during negotiations. The Client reserves the right to request limited post-evaluation clarification from the highest ranked Tenderer during final negotiations, without reopening the Tender process.
- 4.19. REFUND OF TENDER SECURITY
  - 4.19.1. The Tender Security of unsuccessful Tenderer will be returned after the award of the Tender to the successful Tenderer.
  - 4.19.2. The Tender Security of the successful Tenderer will be discharged when the Tenderer has furnished the required Performance Security and signed the Agreement.
  - 4.19.3. The Tender Security may be forfeited:
    - a) if the Tenderer withdraws the Tender after the deadline for submission of Tenders, during the period of Tender validity;
    - b) if the Tenderer does not accept the correction of the Financial Proposal
    - c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
      - (i) furnish the required Security deposit; or
      - (ii) Sign the Agreement
    - d) In case of Tenderer submitting fake documents such as Annual Financial Turnover, Work Completion Certificate etc. relevant to the Tender.
- 4.20. After the deadline for submission of Tenders, the Technical Proposal will be opened 30 minutes after at the same date & time of submission of Tenders. The Financial Proposal of the Responsive Tenderers only will be opened after completion of technical Proposals evaluation.

## **5. Tender Evaluation**

### **GENERAL**

- 5.1. From the time the Tenders are open to the time the contract is awarded, if any Tenderer wishes to contact the Client on any matter related to its Tender, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's Tender evaluation, Tender comparison or contract award decisions Shall result in the rejection of the Tenderer's Tender.
- 5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent Client, is obtained. The Client will carry out the technical evaluation of Tenders of only the Tenderer firms who satisfy the eligibility criteria, as mentioned in the Data Sheet.

### **EVALUATION OF TECHNICAL PROPOSALS**

- 5.3. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the eligibility of the Tenders on the basis of their responsiveness to the eligibility criteria specified in the Data Sheet. The evaluation committee shall assess the documents comprising the Technical Proposal submitted by the Tenderers, applying the evaluation criteria and sub-criteria specified in the Data Sheet for the assessment of eligibility of Tenders. A Tender shall be rejected at this stage if it does not respond to important aspects of the eligibility criteria or if it fails to meet all of the evaluation criteria and sub-criteria as specified in the Data Sheet.
- 5.4. All Tenderers who meet the eligibility criteria shall be invited to make a Technical Presentation on their response to the Terms & Conditions of the Lease of the tender document by detailing their proposed approach and methodology for running the Service Area Facilities. The evaluation committee shall assess the responsiveness of the Technical Presentation to the Terms & Conditions of the tender document. The Tenderer should ensure coverage of all points as specified in the Data Sheet for assessment of responsiveness to the Terms & Conditions of the Lease. Any Tender considered unsuitable by the evaluation committee shall be rejected at this stage if it does not respond to important aspects of the Terms & Conditions of the Lease
- 5.5. Only the Tenders that meet the eligibility criteria and are suitably responsive to the Terms & Conditions of the Lease shall be eligible for the opening of the Financial Proposal.

### **PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

- 5.6. After the evaluation of quality is completed, the Client shall notify those Tenderers whose Tenders did not meet the eligibility criteria(s) or were considered non-responsive to the Tender and Terms & Conditions of the Lease, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Tenderers that have met the eligibility criteria(s) and whose presentations were found to be responsive to the Terms & Conditions of the tender document, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, electronic mail or any other method the Client finds suitable.
- 5.7. The Financial Proposals shall be opened publicly in the presence of the Tenderers' representatives who choose to attend. The Client shall prepare minutes of the public opening.

- 5.8. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have cost all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors. All such adjusted prices shall be binding and not subject to negotiation or appeal.
- 5.9. The ranking of the Tenders will be done on the basis of the process described in the Data Sheet.

## **6. Negotiations**

- 6.1. Negotiations will be held at the address indicated on the Data Sheet. The aim is to reach agreement on all points and sign the Lease Agreement, the contract will be awarded following negotiations.
- 6.2. Negotiations will include a discussion of the Technical Proposals, the proposed methodology and work plan, staffing, Tenderers investment commitment and any suggestions made by the firm to improve the Terms & Conditions of the Lease. The Client and the Tenderer will then work out final Terms & Conditions of the Lease and activities, logistics, and reporting. The agreed work plan and final Terms & Conditions of the Lease will then be incorporated in the description of services and form part of the Lease Agreement. Special attention will be paid to getting the most the Tenderer can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4. Having selected the Tenderer on the basis of, among other things, an evaluation of the capability of the firm in operating similar hotel properties, the Client expects to negotiate the Lease Agreement on the basis of hotel operations and revenue generation potential of the hotel property.
- 6.5. The negotiations will conclude with a review of the draft form of the Lease Agreement. To complete negotiations the Client and the Tenderer will initial the agreed Lease Agreement. Such initialing shall not create any binding obligations until the Lease Agreement is formally executed by both parties in accordance with the Client's internal approval process.

## **7. Award of Contract**

- 7.1. The contract, i.e., the Lease, will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Tenderers on the shortlist that they were unsuccessful and return the Financial Proposals of those Tenderers who did not pass the technical evaluation (para 5.3)
- 7.2. The selected Tenderer shall commence the Assignment on the date and at the location specified in the Data Sheet, subject to fulfilment of all preconditions stated in the Lease Agreement and receipt of necessary governmental and regulatory approvals. The Client shall not be liable for any delays arising from such dependencies.
- 7.3. The successful Tenderer shall be required to bear all costs associated with or related to the preparation, finalization, and submission of all documents required to be executed by it with the Client.
- 7.4. The Award of Contract is subject to the approval of the **competent Higher Authority i.e HOPE, BBA / Bridges Division**.
- 7.5. After signing the agreement, the management operator will have to complete an inventory of the leased facilities/assets under the joint management of both parties in order to present the

facilities/assets on site. After the joint signature of the representatives of both parties on the copy of the inventory, both parties will keep one set of copies in their own collection.

- 7.6. The successful Tenderer shall indemnify and hold harmless the Client from any claim, liability or expense arising from its pre-contract activities, including site visits, submissions, or negotiations.
- 7.7. The Client shall not be liable for any delay or failure to award the contract due to events beyond its reasonable control, including governmental delays, force majeure events, or legal injunctions.

## **8. Performance Security**

- 8.1. Within 14 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Client a Security deposit in any of the forms given below for an amount as indicated in the Data Sheet.
  - (i). Banker's cheque / Demand draft / Pay Order in favour of the Client, payable at Dhaka.
  - (ii). A bank guarantee in the form given in Schedule 7 of the draft Lease Agreement; or.
  - (iii). Fixed Deposit Receipts (FDR) Pledged in the name of the Client

The Performance Security shall be in in favor of “**Bangladesh Bridge Authority**”, payable at Dhaka. The Performance Security should be payable on demand.

- 8.2. Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The terms and conditions of the Performance Security shall be as per the Lease Agreement.
- 8.3. The Performance Security shall be furnished from any Nationalized Banks / Scheduled Commercial Banks approved by Bangladesh Bank.
- 8.4. Failure of the selected Tenderer to furnish the Performance Security as provided in Clause 8.1 or enter into Lease Agreement with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such an event, the Authority reserves the right to
  - a. forfeit the Tender Security amount of the selected Tenderer, and
  - b. either invite the Tenderer with the next best offer for negotiations, or
  - c. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **9. Confidentiality**

- 9.1. Information relating to the evaluation of Tenders and recommendations concerning awards shall not be disclosed to the Tenderers who submitted the Tenders or to other people not officially concerned with the process until the winning Tenderers has been notified that it has been awarded the contract.
- 9.2. Any unauthorized disclosure by Tenderers or persons involved in the process shall constitute a material breach and may result in disqualification, contract termination, or legal action, at the discretion of the Client.”

## TENDER DATA SHEET

### Amendments of, and Supplements to, Clauses in the Instructions to Tenderers.

ITT Clause	Title	Details
1.1	Name of the Client/Lessor/Owner	Bangladesh Bridge Authority (BBA)
	Method of Selection	Open Tendering Method (International)- Responsive Highest NPV of the financial Bid [Net Present Value (NPV) will be calculated considering 12% Discount Rate]
1.2	A Technical and Financial Proposal are requested	Yes
	Name of the Project	Long-Term Lease for Operation and Maintenance of Service Area Facilities, Developed in Connection with the Construction of Karnaphuli Tunnel at Anwara, Chattogram, Bangladesh.
	Objective of the Project	<p>Bangladesh Bridge Authority (BBA) proposes to select a Lessee/ Hotel and Resort Management operator to operate and maintain the Service Area Facilities, Chattogram, on a Lease Model.</p> <p>The property is owned by Bangladesh Bridge Authority (BBA) under the Government of Bangladesh (GoB) and is currently being maintained by Bangladesh Bridge Authority (BBA) through China Communications Construction Company (CCCC Ltd).</p> <p>The selected Operator/Lessee shall operate and maintain the Service Area facilities for a period of 29 (Twenty-Nine) years.</p> <p>At the end of the Lease period, the Lessee/Operator shall hand over the Service Area facilities back to the Client on an as-is-where-is basis in accordance with the Handback Clause of the Lease Agreement</p>
	Description of the Project	Please refer Section V: Terms & Conditions of the Lease
1.3	The Assignment is phased	No
1.5	Inputs from the Client	As per Terms & Conditions of the Lease

ITT Clause	Title	Details
1.7.2	The Client envisages the need for continuity of downstream work:	No
1.8	Clauses on fraud and corruption	The clauses on fraud and corruption are Article 8.1 xv. Of the Lease Agreement
2.1	Clarifications	<p>Clarifications may be requested up to the date and time through email to: <a href="mailto:altaf6715@gmail.com">altaf6715@gmail.com</a></p> <p>Requests for clarifications must carry the subject line “<i>Queries of Tender for Long-Term Lease for Operation and Maintenance of Service Area Facilities as Hotel/Resort, Developed in Connection with the Construction of Karnaphuli Tunnel at Anwara, Chattogram, Bangladesh.</i>”</p>
3.4	Language of the Tender	<p>English</p> <p>Documents originally written in any language other than English should be translated into English and attached to the copy of original duly attested by competent authority.</p>
3.5 a	Tenderer may associate with other participating Tenderers	<p>Allowed.</p> <p>a) Any Interested operator may associate with other Hotel &amp; Resort Management Company (Local) to enhance their qualifications. In case of association all members of such “association” should have real and well-defined input of assignment.</p> <p>b) In the case of Joint Venture, Lead Partner and secondary partner(s) must be bound by an agreement of any standard format mentioning their Business share percentage.</p> <p>c) In the case of JV, the authorized representative must be from the lead partner.</p>
3.5 a	The estimated number of Key Professional Staff required for the assignment	Based on the Scope of Work, the Tenderer shall form a multi-disciplinary team to undertake this assignment.
3.5 b	Reports which are part of the assignment must be written in the following language	English
3.6 (ix)	Additional Information in the Technical Proposal includes	Nill

3.9	Price Offer	<p>The Tenderer shall offer annual Lease Money/Minimum Guaranteed Annual Payment to the client in accordance with the terms outlined in Clause 6 of the Terms &amp; Conditions of the Lease.</p> <p>The annual lease money/Minimum Guaranteed Annual Payment shall increase at a compound rate every year.</p> <p>Lessee is granted the responsibility of managing and operating the Service Area facilities, with the authority to generate revenue or profits through its use. Lessee retains full ownership of the earnings derived from the operation of the facilities. Under the terms of the agreement, the client has no claim or entitlement to any portion of the revenue or profits generated by Lessee from the operation of the Service Area.</p> <p>Since the client will not enjoy any share of the profits of the Management Operator/Lessee, the client will not be liable for any loss incurred by the Management Operator/Lessee. The Operator will have to bear the loss incurred due to any natural or artificial reason (disaster or pandemic). Therefore, the Operator will not have the authority to claim any concession/waiver from the lease money to the client on any grounds.</p>
3.8	Payment to the Client	<p>The Tenderer shall provide the Lease Money/Minimum Guaranteed Annual Payment in BDT to the BBA, in four equal installments Quarterly throughout the Lease period, in accordance with the terms outlined in Schedule 3 of the Lease Agreement.</p> <p>Lessee shall be responsible for timely payment of any license renewal fee, electricity, water, gas, VAT, and IT expenses necessary for the proper operation of the establishment.</p> <p>Any major development or revenue-generating activity shall be reported to the Client and may be subject to periodic review or revenue-sharing arrangements, as mutually agreed and approved by HOPE as well as Penalty for Delay in Payment will be imposed in accordance with the article 4.4.f and article 6.3 of Draft Lease Agreement respectively.</p>
	Mode of payment	<p>The Lease Payment shall be made in favor of “<i>Bangladesh Bridge Authority</i>” by way of A/c Payee cheque / demand draft or by RTGS / BEFTN etc. payable at Dhaka and shall be sent sufficiently in advance so as to allow for realization / encashment thereof on or before Due Date.</p>
3.11	Validity of Tender	180 days
4.11	Last Date and time for submission of Tender	Tenders must be submitted not later than [As specified in the tender Notice]

ITT Clause	Title	Details
5.1	The address to send information to the Client is:	<p>The Tender to be addressed to, received by and, opened at the address is:</p> <p>Office of the Director (Admin), Bangladesh Bridge Authority (BBA). Room No 203, Setu Bhaban, Banani, Dhaka. Tel: +8801700716302, Electronic mail address: <a href="mailto:altaf6715@gmail.com">altaf6715@gmail.com</a></p>
5.3	Eligibility Criteria for Technical Proposal	As detailed below in Clause 5.3.1 following this table in the Data Sheet
5.4	Assessment of Technical Presentation for Responsiveness to Terms & Conditions of the Lease	Assessment of Technical Presentation for Responsiveness to Terms & Conditions of the Lease shall be as detailed below in Clause 5.4.1 following this table in the Data Sheet
5.9	Ranking of the Tender	<p>The selection of Lessee / operator will be based on the highest Net Present Value (NPV) of the Financial Bid, with a 12% discount rate applied to the quoted Financial Bid. Only Tenderers who meet the technical evaluation criteria will be considered. The Tenderer with the highest NPV will be selected, and this NPV will form the basis for the negotiated financial terms with the Selected Lessee/ Operator.</p> <p>If there is a tie in ranking (i.e. same highest Financial Bid), the Tenderer with the highest average annual turnover in the last consecutive 5 (five) preceding financial years (i.e. FY 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) as an independent firm shall be ranked as the successful Tenderer and shall be invited for negotiations.</p>
6.1	Address for Negotiations	<p>Office of the Director (Admin), Bangladesh Bridge Authority (BBA). Room No 203, Setu Bhaban, Banani, Dhaka, Bangladesh.</p>
7.2	Date of commencement / Handover of property	Date of Signing of the Lease Agreement
7.5	Inventory of the leased facilities/Assets	<p>After signing the agreement, the management operator/ Lessee will have to complete an inventory of the leased facilities/assets under the joint management of both parties in order to present the facilities/assets on site. After the joint signature of the representatives of both parties on the copy of the inventory, both parties will keep one set of copies in their own collection.</p> <p>However, the condition of conducting an inventory will not be applicable in the case of joint signature if a unilateral decision is taken by BBA.</p>
8.1	Performance Security	As per Article 4.1 of the Lease Agreement

### 5.3.1. Assessment of Eligibility Criteria for Technical Proposals

Only the Tenderers satisfying all of the following Eligibility Criteria shall be invited for the Technical Presentation. The Tenderers should submit all the supporting documents required for assessment of Eligibility Criteria unless otherwise specified.

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (All documents must be submitted unless specified otherwise)
1.	<p><b>Legal Entity:</b></p>	<ul style="list-style-type: none"> <li>• Details of the Tenderer (<b>Section 3B</b>)</li> <li>• All Tenderers should submit the following documents – <ul style="list-style-type: none"> <li>○ Company's incorporation certificate</li> <li>○ Trade License</li> <li>○ Updated VAT registration certificate</li> <li>○ IT certificate</li> <li>○ Profile of the Lessee/operator supported by Brochures.</li> <li>○ company's organogram with list of skilled staff &amp; staffing structure including CEO.</li> <li>○ IT returns for the last 3 (Three) completed financial year (FY 2021-22, FY 2022-23, 2023-24 and 2024-25)</li> </ul> </li> </ul> <p>N.B- All Experience and authenticated Certificate shall be issued by competent concerned authority. The Rank of the officer not less than Manager/Executive Engineer.</p>
2.	<p><b>General Experience:</b> The Tenderer should have been in operation in the field of hospitality/hotel management* for a <b>minimum of 05 years during the last 20 years</b> as of the date of Notice Inviting Tender (NIT).</p> <p><i>*The Hotel / Resort Property can be either owned property or property taken and operated on a lease basis / concession / management contract basis. In case of property operated on a lease / concession / management contract basis, supporting documents regarding the same may be submitted</i></p>	<ul style="list-style-type: none"> <li>• Undertaking for Experience in Hotel / Hospitality Management at <b>Section 3C attached</b> with Proof of legal Document.</li> <li>• Licenses &amp; Regulatory Compliance: Hotel / Resort / Hospitality facility operation license for verifying Legal operation of hotel/resort.</li> </ul>

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (All documents must be submitted unless specified otherwise)
3.	<p><b>Average Annual Turnover:</b> Average Annual Turnover is the minimum average annual turnover of at least 02 million USD / BDT 20 Crore of the best 03 (three) years in the last 5 (five) years from the business.</p> <p>Alternatively, the requirement may be fulfilled by submitting a Fixed Deposit Receipt (FDR) with a minimum value of <b>01 million USD / BDT 10 Crore.</b></p>	<ul style="list-style-type: none"> <li>• Certificate from Independent Auditor / Statutory Auditor stating the average annual turnover of the Tenderer from the resort / hospitality business in the last 05 consecutive financial years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, 2023-24 and 2024-25 in the format at <b>Section 3F</b></li> <li>• Certified copy of the FDR issued by a scheduled bank in name of the bidder or JV Lead Partner.</li> </ul>
4.	<p><b>Minimum Net Worth/ Line of Credit:</b> The minimum amount of financial resources as liquid asset or working capital or credit line(s) or specific credit commitment or in any combination of them, of the Tenderers shall be <b>BDT 40 Crore / 04 million USD.</b></p>	<ul style="list-style-type: none"> <li>• Certificate from Independent Auditor / Statutory Auditor stating the Tenderer's <b>Net Worth</b> as per the audited financial statements for the last Fiscal/Financial Year in the format at <b>Section 3F</b></li> <li>• Alternatively, Submission of Letter of Commitment for Bank's Undertaking for Line of Credit in any standard format.</li> </ul>
5.	<p><b>Net Profit:</b> The Tenderer should have made a <b>Net Profit</b> for the financial years FY 2021-22, FY 2022-23, 2023-24 and 2024-25.</p>	<ul style="list-style-type: none"> <li>• Certificate from Independent Auditor / Statutory Auditor stating the Tenderer's indicating <b>Net Profit</b> for the last consecutive 03 financial years in the format at <b>Section 3F</b></li> <li>• Copy of the Audited Profit &amp; Loss Statements and Annual Reports for the last consecutive 03 FY duly certified by Independent Auditor / Statutory Auditor of the Tenderer.</li> </ul>
6.	<p><b>Clean Track Record:</b> The Tenderer should not have been blacklisted or barred by any Public Sector Undertaking and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p>	<ul style="list-style-type: none"> <li>• Past Performance Certificates from previous clients/employers/Lessor/Owners with Proof (Hotel operational records and Facilities handled such as Occupancy rate, Annual revenue figures, Number of staff managed, Number of Room, Utilities etc.)</li> <li>• A formally signed declaration on company/Lessee letterhead confirming that: <ul style="list-style-type: none"> <li>➤ No history of <b>contract termination for default</b></li> <li>➤ No <b>blacklisting / debarment</b> by any authority</li> <li>➤ No involvement in <b>fraud, corruption, collusion, or misrepresentation</b></li> <li>➤ No <b>ongoing litigation</b> that materially affects business operations</li> </ul> </li> </ul>

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted
7.	<p><b>Power of Attorney for Authorized Signatory:</b> The Tenderer must submit a duly executed Power of Attorney in favor of the Authorized Signatory of the Tenderer or a Copy of Board Resolution duly authorizing the Authorized Signatory for signing this Tender.</p>	<ul style="list-style-type: none"> <li>Duly executed Power of Attorney in favor of the Authorized Signatory of the Tenderer or a Copy of Board Resolution duly authorizing signatory for signing this Tender. Suggested format for Power of Attorney in favor of Authorized Signatory is given at <b>Section 3G</b>.</li> </ul>
8.	<p><b>Specific Experience with Operation and maintenance of Hotel / Resort Properties:</b> The Tenderer should have at least 01 (One) operational hotel/resort properties in Bangladesh/abroad with a 3-Star Equivalent. The following conditions apply for each the properties proposed for eligibility for the tender by the Tenderer –</p> <ul style="list-style-type: none"> <li>Desired specific Experience of the Firm is at least 3 (Three) years in Hotel &amp; Resort management, operation and Maintenance.</li> <li>The hotel /resort property has a <b>minimum room capacity / inventory of 30 rooms</b></li> <li>The hotel / resort property should be either owned by the Tenderer or operated on lease / concession / management contract basis by the Tenderer</li> </ul> <p><b>N.B.</b> The Tenderer shall submit documentary evidence of having successfully operated and maintained Hotel/Resort properties of similar nature and scale, supported by contract agreements, performance certificates, and verifiable client references. Mere submission of certificates without contract proof shall not be considered</p>	<ul style="list-style-type: none"> <li>Details of Tenderer’s Experience at <b>Section 3D</b> with documentary evidence that proves similarity, scale, duration, and quality of past operations. In case of Ownership, documentary evidence should be submitted.</li> <li>In case of management operator/lessee, Copy of signed agreement for each claimed project showing Scope includes operation &amp; maintenance, Role of bidder (operator/lessee/manager) and Contract duration and value.</li> <li>Completion Certificate / Ongoing Performance Certificate Issued by Client/Owner/Lessor.</li> <li>Client Reference Certificates with Contact person, Phone &amp; email, Address etc enabling Direct verification by TEC.</li> </ul>
9	<p><b>Joint Venture (If any)</b></p> <ul style="list-style-type: none"> <li>The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk 300 only.</li> <li>Maximum number of partners in the JV shall be 02 (Two).</li> </ul>	<ul style="list-style-type: none"> <li>In case of Joint Venture, the Tenderer shall submit a legally binding JV Agreement in any standard format clearly defining lead partner, participation share, roles and responsibilities, joint and several liability. Each partner shall provide separate legal, financial, and experience documents.</li> <li>Failure to provide complete and consistent JV documentation shall result in the Tender being treated as non-responsive.</li> </ul>
10	<p><b>Consent with the Section 5: Terms &amp; Conditions of The Lease:</b> The Lessee hereby acknowledges, accepts, and</p>	<ul style="list-style-type: none"> <li>Comments and suggestions of tenderer on the terms &amp; conditions of the lease and on data, services, and</li> </ul>

	<b>agrees to be bound by all provisions set forth under Section 5: Terms &amp; Conditions of the Lease, without reservation.</b>	<p>facilities to be provided by the client at <b>Section 3H.</b></p> <ul style="list-style-type: none"> <li>Agreed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>
<b>11</b>	<p><b>Consent with Section 06: Draft Lease Agreement</b></p> <p>The Draft lease agreement forms an integral part of the tender documents and reflects the Client's (BBA's) position on the terms and conditions governing the lease. Accordingly, no material changes to the draft agreement shall be entertained during the negotiation meeting unless such changes have been previously raised, discussed, and formally accepted during the pre-bid meeting(s) or included in an official Addendum/Corrigendum issued by BBA.</p>	<ul style="list-style-type: none"> <li><b>The Lessee hereby covenants and agrees</b> that it has reviewed, understood, and accepted <b>Section 6: Draft Lease Agreement</b> in its entirety, and further undertakes to be bound by and to duly perform all obligations, covenants, and conditions set forth therein as if fully incorporated into this Agreement.</li> <li>Agreed: <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>
<b>12.</b>	<b>Mandatory Facilities – Investment &amp; Operations</b>	<ul style="list-style-type: none"> <li>A <b>signed undertaking</b> that the tenderer will obtain the <b>3-Star classified certificate</b> (and re-certification as required) within a specific timeframe (within 2-3 years) after commencement in accordance with <b>Schedule 2A.</b></li> </ul>
<b>13.</b>	<b>Additional Facilities – Value-Added Expansion</b>	<b>Each Tenderer shall prepare and submit Schedule 2B: Additional Facilities as part of their Technical Proposal.</b>
<b>14.</b>	<b>Guidelines on Measures – Compliance &amp; Quality Control</b>	Agreed with Schedule 6:: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>15.</b>	<b>Hand Back Guarantee</b>	Agreed with Schedule 7: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>16.</b>	<b>ES Specifications and related risk management plan</b>	<p>The Tenderer shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ES-MSIP) throughout the lease period in accordance with Standard Guideline.</p> <p>These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Lessor.</p>

**Note for Assessment of Eligible Criteria –**

1. For the assessment of Eligibility Criteria for this tender, only the following types of property shall be

considered under hospitality sector: Service Area, Hotel and Resorts

2. The Tenderer shall quote their experience as an Individual Firm for consideration for the assessment of Experience. For Projects where the Tenderer has worked as a consortium member, the Tenderer shall furnish documents to substantiate the role of the firm as the hotel operator in the project. The Client reserves the right to request any further supporting documents from the Tenderer during the evaluation of the technical Proposals and at any time prior to the signing of the contract / agreement.
3. The financial capacity and technical experience of the parent / subsidiary / associate entities of the Tenderer would not be considered towards assessment of Eligibility Criteria.
4. The Client shall be free to make enquiries from previous clients of the Tenderer about the work, conduct, performance, quality of service and such other related general enquiries about the Tenderers. The Tenderer would have no objection to the Client making such enquiries from their existing/past clients. The Client reserves the right to request any further supporting documents from the selected Agency prior to the signing of the contract / agreement.

## 5.4.1 Technical Presentation

The Tenderers who meet the eligibility criteria shall be invited to make a Technical Presentation to the evaluation committee formed by the Client. The Tenderer should ensure their presentation is suitably responsive to the Terms & Conditions of the Tender and should effectively convey the Tenderer's qualifications, strategies, and plans for the operation and maintenance of the Service Area/ Resort. The presentation should instil confidence in the Tenderer's commitment, capability, and alignment with the Service Area Facilities objectives. The Tenderer should submit a soft copy of the presentation to [dir-admn@bba.gov.bd](mailto:dir-admn@bba.gov.bd), [altaf6715@gmail.com](mailto:altaf6715@gmail.com) & [cebba2019fs@gmail.com](mailto:cebba2019fs@gmail.com) and five signed hard copies of the presentation to the evaluation committee on the scheduled date of the technical presentation.

the Presentation is not just a proposal, but a **binding reference** for accountability throughout the 29-year lease. The presentation should cover the following in brief-

1. **Experience and Track Record:** Showcase relevant experience in managing and upgrading high-end properties, emphasizing successful projects that align with Service Area Facilities scope.
  - Highlight past **hotel/resort projects** (especially 3-star equivalent).
  - Showcase **years of experience** in hospitality and property management.
  - Emphasize success in **upgrading and repositioning** high-end facilities.
  
2. **Understanding of the Project & Lease Terms:** This section shows full awareness of the **rules, rights, and responsibilities of a tenderer** under **Section 5 of the Tender Document**. The presentation should cover the following-
  - i) **Use of Premises**
    - Operate the facilities strictly as a 3-star standard Hotel/Resort or above.
    - Ensure no unauthorized or illegal use, no subletting or modifications without prior consent of BBA.
  
  - ii) **Guidelines on Measures – Compliance & Quality Control**

Adopt international standards as specified in Schedule 6 (Guidelines on Measures) of draft lease agreement. Strong focus on:

    - Based on the Scope of Work, the Tenderer shall form a multi-disciplinary team to undertake this assignment.
    - Guest safety & hygiene.
    - Environmental sustainability (waste management, renewable energy, water conservation).
    - Conduct regular staff training programs to maintain service quality and guest satisfaction.
    - Implement a guest feedback mechanism to continuously improve service delivery.
    - Transparent reporting and audits.
  
  - iii) **Payment Obligations**
    - Commit to timely quarterly lease payments.
    - Acknowledge penalties for delays and compliance with financial obligations.
  
  - iv) **Maintenance & Repairs of the SA facilities**
    - day-to-day O&M activities
    - Establish a **preventive and corrective maintenance schedule** for all Electro-mechanical and civil infrastructure.
    - In case of JV/Association, all members of such “JV/Association” should have real and

well-defined input of assignment with an agreement and Business share.

- Ensure continuous compliance with 3-star standards as per the Ministry of Civil Aviation & Tourism.

v) **Alterations / Improvements**

- Upgrades will be carried out with BBA's prior written approval.
- Ensure sustainability and adherence to BNBC standards.

vi) **Assignment & Subletting**

- Acknowledge that no transfer or sublease is allowed without prior written consent of BBA.

vii) **Access Rights**

- Permit BBA representatives access for inspection, monitoring, or emergency works.

viii) **Insurance & Liability**

- Maintain comprehensive insurance (property, liability, staff, and guest coverage).
- Accept responsibility for damage or accidents within the premises.

ix) **Termination / Default**

- Accept conditions under which lease may be terminated (non-payment, unauthorized use, breach).
- Commitment to compliance to avoid defaults.

This understanding ensures alignment between client's operation plan and the **legal framework of the lease**.

3. **Financial Projections (First 5 Years):** This visual. will give the evaluation committee confidence in your financial capacity and business model viability. To demonstrate the Tenderer's capacity and financial soundness, the presentation should have following-

i) **Revenue Projections**

- Forecast year wise( for first 5 years) income generation from the existing facilities under lease (rooms, convention center, food & beverage, wellness, recreation, entry fee etc.).
- Show assumptions (e.g., occupancy rates, ADR – Average Daily Rate, F&B spend per guest, events).

ii) **Operating Expenses**

- Provide estimates for staffing, utilities (water, power, gas), maintenance, marketing, and regulatory costs.

⊗ **Do Not Include Annual Lease Payment to BBA in operating expense** → keep this separate, as it will only be revealed in the **Financial Proposal**.

iii) **Profitability Analysis**

- Present a 5-year Profit & Loss (P&L) projection showing revenues, operating expenses, and net profit/loss.
- Demonstrate clear path to profitability and ability to honor lease obligations.
- Year 1–5 revenue vs. expenses
- Net profit trend (positive trajectory)

**iv) Key Takeaway**

- A financially viable plan that ensures timely lease payments to BBA.
- Proof of financial resilience to handle risks while generating consistent income.

**4. Strategic Vision , Planning, Investment and Commitment (Short Term & Long Term):**

Schedule 2A facilities to baseline income generation and Schedule 2B facilities to incremental income & brand positioning.

- **Investment Commitment** – Align with Schedule 2A, 2B and Schedule 6, maintaining **continuous operation** at or above 3-star standards while supporting long-term financial planning and a sustainable business expansion model.
- List proposed enhancements (e.g., spa, themed restaurants, water sports, eco-tourism features, digital check-in, cultural events).
- Show **phased investment plan and Budgeting**  
(e.g., Year 1–10 → Heavy investment & upgrades.  
Year 11–20 → Sustained operations & reinvestments  
Year 21–29 → Handback preparation (Quality management & sustainability compliance, renovations, final audits etc.)
- Demonstrate how these additional facilities will **increase revenue** and enhance **customer experience**.

**5. Customer Experience and Innovation:** Present a robust marketing strategy to promote the Service Area as a high-end resort, showcasing Tenderer's innovative approaches to attract a Premium clientele. Detail strategies to enhance customer experience, improve operational efficiencies and showcase innovative approaches to set the Service Area Facilities apart.

- Present a **marketing strategy and a clear work plan** (digital campaigns, partnerships with airlines/travel agencies, luxury branding).
- Showcase **innovations**: smart check-in, loyalty programs, eco-friendly practices.
- Detail how you will deliver a **3-star+ guest experience** (spa, fine dining, wellness, business events).
- strategy for attraction International Tourist and its Implementation
- Identify **potential risks** (logistics, supply chain, seasonal demand) and **mitigation strategies**.

**6. Community Engagement:** Demonstrate the Tenderer's commitment to engaging with the local community and implementing initiatives that contribute positively to the socio-economic development of Chattogram. Demonstrate the Tenderer's community to sustainability and the preservation and showcasing of heritage and cultural values particular to Service Area and Chattogram.

- Commitment to **local employment and training**.
- Support **Chattogram's economy** through sourcing local suppliers.
- Promote **cultural and heritage programs** linked with the resort.
- Sustainability practices (waste management, renewable energy).

**7. Reporting Plan:** Outline a comprehensive reporting strategy, detailing how the Tenderer plans to

keep the Bangladesh Bridge Authority (BBA) informed about progress, financial performance, and any operational issues. Detail the Tenderer's plans for compliance with approval processes from the client and regulatory bodies. Present the mechanisms for Lease Payments, ensuring transparency and viability.

- Establish **quarterly reporting** to BBA.
- Provide **financial transparency** (lease payments, audited accounts).
- Ensure **compliance** with BBA approval processes and regulatory standards.

8. **Risk Assessment Plan:** Conduct a thorough risk analysis, presenting potential risks associated with the project and outlining proactive measures to mitigate these risks effectively. The plan should emphasize proactive measures for crisis management, legal and statutory compliance, and quality assurance to ensure smooth operations and reputation management.

- Identify risks: financial, legal, operational, reputational.
- Provide **crisis management framework** (disaster recovery, health & safety).
- Legal/statutory compliance assurance.
- Quality assurance system (ISO, IHG, HACCP, service audits).

9. **Support from Client:** The support required from the Government of Bangladesh and Bangladesh Bridge Authority (BBA) should be clearly mentioned. BBA may provide guidance, facilitation, or technical support **only if the facilities fall under BBA's jurisdiction.**

- Outline where **government/BBA assistance** is needed:
- Facilitation of utilities (power, water, gas).
- Regulatory approvals.
- Infrastructure support (roads, connectivity, security).

### **SECTION 3. TECHNICAL PROPOSAL – SPECIFIED FORMS**

<b>Section</b>	<b>Standard Forms</b>
<b>3A</b>	Technical Proposals submission form
<b>3B</b>	Details of the Tenderer
<b>3C</b>	Undertaking for Experience in Hotel / Hospitality Management
<b>3D</b>	Details of Tenderer's Experience
<b>3E</b>	Description of the methodology and work plan for performing the assignment.
<b>3F</b>	Financial Capacity of the Tenderer
<b>3G</b>	Format for Power of Attorney for Authorized Signatory
<b>3H</b>	Comments and suggestions on the Terms & Conditions of the Lease and on the data, services, and facilities to be provided by the Client
<b>Schedule 2A</b>	Mandatory Facilities – Investment & Operation
<b>Schedule 2B</b>	Additional Facilities
<b>Schedule 6</b>	Guidelines on Measures

### 3A. TECHNICAL PROPOSALS SUBMISSION FORM

[Location, Date]

From: (Name of Tenderer)

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To,  
Director (Admin),  
Bangladesh Bridge Authority (BBA)  
Setu Bhaban, Banani, Dhaka, Bangladesh

**Subject:** Tender for Selection of a qualified Lessee / Hotel & Resort Management Operator (International)  
to operate and maintain Service Area facilities, developed in connection with construction of Karnaphuli Tunnel at Anwara, Chattogram.

We, the undersigned, offer to provide the services for the above in accordance with your Request for Tender dated [Date], and our Tender. We are hereby submitting our Tender which includes this Technical Proposals and a Financial Proposal.

We hereby undertake as follows:

1. All information provided in the Tender and in the Appendices is true and correct, and all documents accompanying such Tender are true copies of their respective originals.
2. I/We shall make available any additional information it may deem necessary or require for supplementing or authenticating the Tender.
3. I/We certify that in the last 3 (three) years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/we do hereby undertake that we or any of our Directors, Promoters or Associates have not been blacklisted or barred by any Public Sector Undertaking
5. I/we do hereby undertake that we and none of our Directors, Promoters, or Associates figure in any list of willful defaulters maintained by Bangladesh Bank, or have been charge sheeted, or convicted by a Court of Law for any offence committed for any financial crimes or money-laundering activities.
6. Neither I/we and nor our Promoters' have an account, which has been classified as a non-performing asset in accordance with the guidelines of the Bangladesh bank as of the date of submission of the Technical Bid.
7. I/we hereby undertake that we and none of our Directors, Promoters, or Associates are not involved in any major litigation that may affect or compromise the delivery of service required if we were to

be awarded with this work.

8. I/We have examined and have no reservations about the Tender Documents, including any Addendum issued by the Client.
9. I/We do not have any conflict of interest in accordance with Clause 1.7.1 of the Tender Document.
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 1.8 of the Tender document, in respect of any tender or request for Tender issued by or any contract entered into with the Client or any other public sector enterprise; and
11. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Tender Due Date specified in the Tender.
12. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Tender that you may receive nor to select the Tenderer, without incurring any liability to the Tenderers in accordance with Clause 1.12 of the Tender document.
13. I, hereby submit a declaration that the Tender submitted by the undersigned on behalf of the Tenderer..... *(Name of the Tenderer)* shall not be withdrawn or modified during the period of validity or extended period of validity.
14. I, on behalf of the Tenderer..... *(Name of the Tenderer)*, also accept the fact that in case the Tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the is awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then ..... *(Name of the Tenderer)* will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **Five year** from the date of default.

If negotiations are held during the period of validity of the Tender, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff and Service Area facility/Resort operations. Our Tender is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Tender you receive. Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Tenderer:

Address:

**3B. DETAILS OF THE TENDERER**  
(To be submitted on the Letterhead of the Tenderer)

Sl. No.	Criteria	Details
<b>1.</b>	<b>Tenderer Details</b>	
<b>1.1.</b>	Name of Company/Firm	
<b>1.2.</b>	Country of Incorporation	
<b>1.3.</b>	Date of Incorporation and/or Commencement of Business	
<b>1.4.</b>	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
<b>1.5.</b>	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
<b>1.6.</b>	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
<b>1.7.</b>	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email: Supporting document enclosed:
<b>1.8.</b>	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
<b>2.</b>	Company / Firm registration details with the supporting documents	<ul style="list-style-type: none"> <li>○ Enclosed copy of Certificate of Incorporation: [ ] Yes [ ] No</li> <li>○ Enclosed copy of Trade Lease: [ ] Yes [ ] No</li> <li>○ Enclosed copy of VAT Registration Certificate: [ ] Yes [ ] No</li> <li>○ Enclosed copy of IT certificate: [ ] Yes [ ] No</li> <li>○ Enclosed copy of Profile of the Lessee/operator supported by Brochures: [ ] Yes [ ] No</li> <li>○ Enclosed copy of company's organogram with list of skilled staff including CEO: [ ] Yes [ ] No</li> </ul>

Sl. No.	Criteria	Details
3.	<b>list of key professionals with expertise</b> in the relevant fields and their CV with Photographs	<ul style="list-style-type: none"> <li>○ Enclosed: [ ] Yes [ ] No</li> </ul>
4.	IT Returns for FY 2021-22, FY 2022-23, and FY 2023-24	Enclosed: [ ] Yes [ ] No
5.	Financial Eligibility of the Tenderer [Desired average annual turnover shall be greater than 5 million USD BDT / 50 Crore of the best 03 (three) years in the last 5 (five) years and Desired minimum amount of liquid assets or working capital or credit facilities shall be 1 million USD/ BDT 10 Crore.]	<ul style="list-style-type: none"> <li>○ Average Annual turnover/Revenue for financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24: _____</li> <li>○ Net Worth as per Audited Accounts for FY 2023- 24: _____</li> <li>○ Net Profit in the financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24: _____</li> </ul>
6.	Audited Statement of Accounts for FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24	<ul style="list-style-type: none"> <li>○ Enclosed: [ ] Yes [ ] No</li> </ul>
7.	Technical Experience of the Tenderer	<ul style="list-style-type: none"> <li>○ Number of years of experience in the field of hotel, resort / hospitality management: _____</li> <li>○ Operational hotel and resort properties with 3-star or above Deluxe classified as per classification by competent authority for properties in abroad – <ul style="list-style-type: none"> <li>▪ Number of properties: _____</li> <li>▪ Number of operational rooms: _____</li> </ul> </li> <li>○ Operational hotel and resort properties with 3-star or above classified as per classification by equivalent competent authority for properties in Bangladesh. <ul style="list-style-type: none"> <li>▪ Number of properties: _____</li> <li>▪ Number of operational rooms: _____</li> </ul> </li> </ul>

Authorized Signature:  
Name and Title of Signatory: Name of Tenderer:  
Address:

**3C. UNDERTAKING FOR GENERAL EXPERIENCE IN HOTEL / HOSPITALITY MANAGEMENT**  
*(To be submitted on the Letterhead of the Tenderer)*

[Location, Date]

To,  
Director (Admin),  
Bangladesh Bridge Authority (BBA)  
Setu Bhaban, Banani, Dhaka, Bangladesh

Dear Sir / Madam,

**Sub: Selection of a Lessee/ Hotel & Resort Management Operator (International) to Operate and Maintain the Service Area facilities – Undertaking by M/s [Name of the Tenderer] regarding experience in the field of Resort/ hospitality management.**

I/ we do hereby undertake that M/s. [Name of the Tenderer] has been in the field of hotel / hospitality management for at least \_\_\_\_\_years as on the date of submission of this Tender. The total number of hotels / resorts under operated / managed by the [company / firm] in Bangladesh and abroad is \_\_\_\_\_and the total room capacity of the said hotels / resorts is \_\_\_\_\_.

I / We undertake that for the following **hotel / resort properties submitted as proof for eligibility** as per Eligibility Criteria Sl. No. 8 of Clause 5.3.1 of the Data Sheet of this Tender, for each property –

- The Tenderer has at least 5 (Five) years' experience in the field of Resort/ hospitality management in Bangladesh/abroad.

Sl. No.	Name of Property	Location of Property	Star Classification / Category	Number of Operational Rooms	Number of Years operated / managed by [Name of the Tenderer]
1.					
2.					
3.					
4.					
5.					
6.					

I/we understand that any omission, commission or misstatement in facts provided by us will make our Tender invalid at any time during the Tender Process and also after the appointment; the Authority reserves the right to take appropriate action accordingly.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of the Tenderer:

### 3D. DETAILS OF THE TENDERER'S SPECIFIC EXPERIENCE

**Relevant Services carried out in the last 20 (Twenty) years in the field of hotel / hospitality management that best illustrate qualifications for Eligibility Criteria (Clause 5.3 of Section 2. Information to Tenderers)**

Sl. No.	Name of Hotel / Resort Property	Brand Name	Location of Property	Mode of Ownership	Star Classification / Category of Property	Number of Operational Rooms in Property	Total years of operation by Tenderer	Presently under management / operation by the Tenderer (Yes / No)
1.								

**Note:**

For hotel / resort property listed above,

- Lessee/Operator has at least 01 (One) specific Experience of 3 (Three) years in 3-star or above classified Hotel & Resort management, operation and Maintenance during the last 20 (Twenty) years.
- The hotel / resort property has a minimum room capacity / inventory of 30 rooms
- The hotel / resort property has been operated by M/s. [Name of the Tenderer] for a minimum of 03 (Three) years
- The hotel / resort property is currently under the operational and management control of M/s. [Name of the Tenderer] as of [Date].

Using the format below, provide information on each reference assignment for operation and management of Hotel / Resort Properties for which your Firm/ Entity, either as a single firm as a corporate entity or as one of the major companies within an association, was legally contracted.

Tenderer may provide reference for up to a maximum of 2 (Two) Hotel / Resort properties in Bangladesh or abroad as per the guidelines issued by the Ministry of Civil Aviation and Tourism, Bangladesh. For hotel / resort properties located abroad, the property must have a classification as certified by an applicable authority equivalent to Ministry of Civil Aviation and Tourism, Bangladesh. Only Hotel / Resorts properties shall be considered for eligibility for this tender.

Sl. No.	Particulars	Details
1.	Name of the Property	
2.	Brand Name	
3.	Address of the property	
4.	Mode of Operation (Own and Operate / Operate)	
5.	Mode of Ownership (Freehold / Lease hold/ License hold / Others/ Not Applicable)	

6.	Star Classification / Category of property	
8.	Number of Years of Operating Experience	Start Date: _____ End Date: _____ / Present Total Years of Operating Experience: _____ years ( <i>round down to the nearest whole number</i> )
9.	Number of Operational Rooms	
10.	Number of Staff working at property	
11.	Annual Turnover earned from property during the last five completed Financial Years	
12.	Name and Roles of Associated Operators (if any)	
13.	Name of Senior Staff (Hotel Manager/ Coordinator, Team Leader) involved and functions performed	
14.	Narrative description of project	
15.	Description of services/facilities provided at the Hotel/Resort Facility (e.g.: Restaurant, Spa, Health Club, Swimming Pool, Conference, Recreational facility, playground, River Cruise etc.)	
16.	Attached supporting documents*	<i>The Tenderer should refer to requirements of supporting documents as given below and mention the supporting documents submitted for each property as proof of operating and managing the property</i>

**Authorized Signature:**

**Name and Title of Signatory:**

**Name of the Tenderer:**

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**3E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

*(To be presented at the time of the Technical Presentation. This is not required to be included as part of the Technical Proposals)*

**TENDERER'S NAME:** \_\_\_\_\_

The Tenderers who meet the eligibility criteria shall be invited to make a Technical Presentation to the evaluation committee formed by the Client. The Tenderer should ensure their presentation is suitably responsive to the Terms & Conditions of the Lease of the Tender and should effectively convey the Tenderer's qualifications, strategies, and plans for the operation and maintenance of the Service Area/ Resort. The presentation should include confidence in the Tenderer's commitment, capability, and alignment with the Service Area Facilities objectives. The Tenderer should submit a soft copy of the presentation to [dir-admn@bba.gov.bd](mailto:dir-admn@bba.gov.bd) & [cebba2019fs@gmail.com](mailto:cebba2019fs@gmail.com) and five signed hard copies of the presentation to the evaluation committee on the scheduled date of the technical presentation.

**The presentation should comprehensively address the requirements outlined in ITT Clause 5.4.1: Technical Presentation.**

### 3F. FINANCIAL CAPACITY OF THE TENDERER

*(On the letterhead of the Independent Auditor / Statutory Auditor)*

Date: \_\_\_\_\_

To,  
 Director (Admin),  
 Bangladesh Bridge Authority (BBA)  
 Setu Bhaban, Banani, Dhaka, Bangladesh

**Subject: Tender for Selection of a qualified Lessee / Hotel & Resort Management Operator (International) to operate and maintain Service Area facilities, developed in connection with construction of Karnaphuli Tunnel at Anwara, Chattogram.**

With reference to your tender document [insert Tender number] dated [insert date], we, [insert name of independent auditor / statutory auditor], the intendent auditor / statutory auditor of M/s [insert name of the Tenderer], after having examined the tender document/ relevant portions of the tender document and understood their contents, hereby certify the following –

**Average Annual Turnover:**

We have verified the relevant records of M/s [insert name of the Tenderer], and certify that their annual turnover from the Hotel / Hospitality Business in the below-mentioned completed financial years as per the annual audited financial statements is as follows –

<b>Annual Turnover from Hotel / Hospitality Business for last 5 consecutive Financial Year</b>					<b>Average Annual Turnover of the best 03 (three) years in the last 5 (five) years from Hotel / Hospitality Business</b>
<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	
<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>

We certify that the average annual turnover of M/s [insert name of the Tenderer] from Hotel / Hospitality business of the best 03 (three) years in the last 5 (five) years as per the annual audited financial statements is BDT \_\_\_\_\_Crore *[amount in words and figures rounded to the nearest lakh]*

**Net Worth:**

We have verified the relevant records of M/s [insert name of the Tenderer], and certify that their Net Worth in the last financial years i.e. FY 2023-24 is as provided in the table below –

Description	Formula	Value (in Taka)
Add: Subscribed and Paid-Up Equity	A	
Add: Reserves	B	
<i>Less: Revaluation Reserves</i>	C	
<i>Less: Miscellaneous Expenditure Not Written Off</i>	D	
<i>Less: Reserves not available for distribution to equity shareholders</i>	E	
<i>Less: Intangibles</i>	F	
<b>Net Worth</b>	$G = A + B - C - D - E - F$	

We certify that the net worth of M/s [insert name of the Tenderer] is BDT \_\_\_\_\_Crore [amount in words and figures rounded to the nearest lakh]

**Net Profit:**

We have verified the relevant records of M/s [insert name of the Tenderer], and certify that their net profit for the last 3 consecutive FY 2021-22, FY 2022-23 and FY 2023-24 as per the annual audited financial statements is as follows –

Net Profit of M/s M/s. [insert name of the Tenderer]			Net Profit for the said financial years
FY 2021-22	FY 2022-23	FY 2023-24	
<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>	<i>[amount in words and figures rounded to the nearest lakh]</i>

We certify that the net profit of M/s. [insert name of the Tenderer] from in the last 3 completed financial years as per the annual audited financial statements is BDT \_\_\_\_\_Crore [amount in words and figures rounded to the nearest lakh]

**Banking Details:**

Name and Address of the Tenderer’s Bankers is as follows: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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This certificate is being issued to be produced before Managing Director, Bangladesh Bridge Authority, for **“Tender for Selection of a Lessee/ Hotel & Resort Management Operator to Operate and Maintain the Service Area Facilities, Chattogram”**

(Seal and signature of Auditor)

Name of the audit firm: \_\_\_\_\_

CA Membership Number: \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions:**

1. The Tenderer should provide details of their own Financial Capacity as specified in Clause 5.3.1. Financial capacity of parent / affiliate / subsidiary company(s) of the Tenderer would not be considered for evaluation.
2. The Tenderer should provide details of their average annual turnover from work related to hotel / hospitality business. For the scope of this Tender, hospitality business includes hotels and resorts. Inclusion of details of turnover of any other activity being done by the firm shall not be accepted and will lead to rejection of the Tender.
3. Tenderer shall attach copies of audited annual financial statements for the last completed financial years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24.
4. The financial statements shall
  - Reflect the financial situation of the Tenderer
  - Be audited by an Independent Auditor / Statutory Auditor
  - Be complete, including notes to the financial statements
  - Correspond to the accounting periods already completed and audited. No statements for partial periods shall be accepted

**3G. POWER OF ATTORNEY IN AUTHORIZED SIGNATORY FORMAT**

*(To be executed on appropriate non judicial stamp paper)*

Know all men by these presents, we.....(Name of the Lessee/operator and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Authorized Signatory”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our Tender for **“Long-Term Lease for the Operation and Maintenance of Service Area Facilities as Hotel/Resort, Developed in Connection with the Construction of Karnaphuli Tunnel at Anwara, Chattogram, Bangladesh”** by **Director (Admin), Bangladesh Bridge Authority (BBA) (the “Client”)** including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Pre-Tender meeting and other meetings and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our Tender, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us.

We hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED IN PRINCIPLE HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2025 in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

**3H. COMMENTS AND SUGGESTIONS OF TENDERER ON THE TERMS & CONDITIONS OF THE LEASE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

On the Terms & Conditions of the Lease:

- 1.
- 2.
- 3.
- 4.
- 5.

On the Data, Services, and Facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

**Authorized Signature:**

**Name and Title of Signatory: Name of the Tenderer:**

## **SECTION 4. FINANCIAL PROPOSAL – STANDARD FORMS**

<b>Section</b>	<b>Standard Forms</b>
<b>4A.</b>	Financial Proposal Submission Form
<b>4B.</b>	Summary of Proposed Lease Money/Minimum Guaranteed Annual Payment

In consideration of the resort's initial development, operational stabilization, and the need to establish market visibility and guest mobility, the Lessee shall be granted a grace period of Two (02) years from the commencement of the Lease Term. During this period:

- No compound interest or escalation may be applied to the lease amount for the said 02 (Two) -year grace period.

This concession is provided solely to support the successful establishment and long-term viability of the resort operations. Upon completion of the grace period, the lease payment shall be subject to periodic escalation in accordance with the terms set forth in this Agreement.

For evaluation purposes, the Net Present Value (NPV) of the total lease payments over the full lease term will be calculated using a discount rate of 12%. The bidder offering the highest NPV will be selected for lease award.

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

**Note: The hard copy of the Financial Proposal should be submitted by the selected Tenderer on their letterhead after completion of negotiations.**

[Location, Date]

From: (Name of Tenderer)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
Director (Admin),  
Bangladesh Bridge Authority (BBA)  
Setu Bhaban, Banani, Dhaka, Bangladesh

**Subject: Tender for Selection of a qualified Lessee / Hotel & Resort Management Operator (International) to operate and maintain Service Area facilities, developed in connection with construction of Karnaphuli Tunnel at Anwara, Chattogram.**

We, the undersigned, offer to provide Hotel/Resort Operation and Management Services for the above in accordance with your Request for Tender dated **[Date]**, and our Tender (Technical and Financial Proposals). Our attached Financial Proposal for the lease money/Minimum Guaranteed Annual Payment is the sum of **[Insert Amount in Words and Figures]**. This amount is Exclusive of all applicable vat & taxes.

The Offered Amount has been determined on the basis of the Lessee's financial projections of Net Revenue from the existing leased facility, which shall be presented in the Technical Presentation, duly taking into account the profit-sharing mechanism, anticipated business growth, potential currency devaluation, and the application of a twelve percent (12%) discount rate. Furthermore, if the Total Financial Proposal over the twenty-nine (29) year lease period is converted to Net Present Value (NPV) using the same (12%) discount rate, the NPV amounts to **[Insert Amount in Words and Figures]**.

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from contract negotiations, up to the expiration of the Validity Period of the Tender, i.e., **[Date]**.

We undertake that, in competing for (and, if the award to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in force in Bangladesh.

We understand you are not bound to accept any Tender you receive. Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Tenderer:

Address:

**4B. SUMMARY OF PROPOSED LEASE MONEY/MINIMUM GUARANTEED ANNUAL PAYMENT PAYABLE TO CLIENT**

Year 1 shall commence from the date when the property is handed over to the lessee. The Lease Money or Minimum Guaranteed Annual Payment shall be paid by Lessee to the Client from Year 1 to Year 29 of the Lease Period in accordance with the table below –

Year	Lease Money/Minimum Guaranteed Annual Payment Amount		Net Present Value (NPV) [considering 12% discounted rate]
	BDT in Figure	BDT In word	
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
Year 21			
Year 22			
Year 23			
Year 24			
Year 25			
Year 26			
Year 27			
Year 28			
Year 29			
<b>Total =</b>			

*In the event of any difference between figures and words, the amount indicated in words shall prevail.*

N.B.: The selection of Lessee / operator will be based on the **highest Net Present Value (NPV)** of the Financial Bid, with a 12% discount rate applied to the quoted Financial Bid. Only Tenderers who meet the technical evaluation criteria will be considered. The Tenderer with the highest NPV will be selected, and this NPV will form the basis for the negotiated financial terms with the Selected Lessee/ Operator.

**By way of illustration, the following may be considered –**

assume a Tenderer quotes, Initial payment (Year 1) = 50 Bangladeshi taka,  
Compound increment rate = 10% (i.e., payments grow by 10% each year, it may vary),  
Discount rate = 12% (Fixed) and Number of years = 29

**Step 1: Cash flow formula for each year:**

$$\text{Payment for year } i = 50 \times (1 + 0.10)^{i-1}$$

So, the yearly cash flows:

Year 1: 50 taka

Year 2:  $50 \times 1.10 = 55$  taka

Year 3:  $50 \times 1.10^2 = 60.5$  taka

.....and so on for 29 years.

**Step 2: NPV formula:**

$$NPV = \sum_{i=1}^{29} \frac{\text{Payment for year } i}{(1 + 0.12)^i}$$

**Step 3: Sum the discounted cash flows.**

$$NPV = \frac{50}{1.12} + \frac{55}{1.12^2} + \frac{60.5}{1.12^3} + \frac{66.55}{1.12^4} + \dots + \frac{50 \times 1.10^{28}}{1.12^{29}}$$

The sum of all these present values over 29 years gives:

$$NPV \approx 1017.46 \text{ BDT}$$

## **SECTION 5. TERMS & CONDITIONS OF THE LEASE**

### **1. About the Tourism sector of Chattogram, Bangladesh**

Chattogram is the biggest seaport and second largest town in Bangladesh situated near the Bay of Bengal. It is 264 km away east of Dhaka, famous for hill areas, natural beauty and for the seashore. Chattogram is also known of the town of Aulias (Muslim saints). Its green hills and forests, Broad sandy beaches and fine cool climate always attract the holiday-markers. Described by the Chinese traveler poet, Huen Tsang (7th century A.D) as "a sleeping beauty emerging from mists and water" and given the title of "Porto Grande" by the 16th century Portuguese seafarers. It combines the busy hum of an active seaport with the soothing quietness of a charming hill town. Its growing tourism infrastructure also makes it a comfortable choice for both local and international travelers.

Chattogram, as a prominent tourist hub, offers a variety of attractive products across different tourism categories:

- ✓ **Eco-Tourism:** The region boasts several natural attractions, including the Chattogram Hill Tracts, Cox's Bazar, Kaptai, Dulahazra Safari Park, Foy's Lake, Patenga Beach, Parki Beach, the Naval Academy, the Karnaphuli River, Mahamaya, Bashkhali, and the hilly areas of Patiya.
- ✓ **Historical Tourism:** Chattogram features significant historical sites such as the War Cemetery, Old Railway Station, Chattogram Court Building, Chandanpura, and Nachghor Bvn.
- ✓ **Religious Tourism:** Key religious landmarks include the shrines of Baized Bostami and Maizvandari, Adinath Mandir, Kapiladham Mandir, Patharghata Church, and Sorno Mandir.
- ✓ **Recreational Tourism:** The city offers a variety of recreational destinations, such as Foy's Lake, Patenga, Cox's Bazar, and amusement parks including Zia Complex, Concord Amusement Park, Karnaphuli Park, Ramu, and Himchori.
- ✓ **Adventure Tourism:** Chattogram provides adventure tourism opportunities, particularly in hiking through the Chattogram Hill Tracts, Kaptai, and the Foy's Lake Resort.

Tourism is one of the potential sectors in Bangladesh, but it is still unexplored. According to the Detailed Area Plan (DAP) for Chattogram Metropolitan Master Plan, about 1,700 acres of land in Parkir Char and South Patenga are proposed for coastal related recreational activity. Service Area facilities near the parki beach will open new dimension for the tourism industry in Chattogram and Bangladesh as a whole.

### **2. About the Service Area facilities of Bangladesh Bridge Authority (BBA)**

The Karnaphuli Tunnel, which opened on 28 October 2023, is a significant infrastructure project in Chattogram, Bangladesh. It is the first underwater tunnel in the country and a major engineering marvel. The tunnel runs under the Karnaphuli River, connecting the Anwara region with Chattogram city. While its primary purpose is to ease traffic congestion and enhance connectivity, it also holds great potential to impact tourism in Chattogram.

The service area facilities were built on 72 acres of land near Parki Beach in Anwara, Chattogram. It is around 2 km south side from Tunnel toll plaza Complex building and CUFL Fertilizer Factory. China Communication Construction Company (CCCC Ltd.) worked as the construction contractor while quality is controlled by SMEC-COWI-JV as supervision consultant. The construction cost of Service area facilities is about 47.15 million USD. It is built considering the highest flood level and the maximum magnitude of cyclones and tidal flow of the last 100 years.



Topographical View of Service Area Facilities, Bangladesh Bridge Authority at Chattogram

The main objectives of constructing Tunnel Service Area facilities near Parki Beach were to operate & maintain Karnaphuli Tunnel as well as to attract the Local & International Tourists. All Structures of Service area were designed 3-star international hotel/resort Standard. As The scope of works for Service area operation and maintenance is different, Bangladesh Bridge Authority (BBA) has decided to lease the Facilities to a competent professional hotel management company (The lessee) to take over the full responsibility to ensure the resort operates on a sound commercial occupancy rates and optimal revenue mix in line with a typical 3-star international resort.

The Management Company shall be responsible for effectively leading and taking all initiatives to manage the hotel, development of hotel marketing strategy and execution, operating procedures, implementation of operational systems, human resources policies and reporting. The appointed lessee will also be responsible for the technical input for Any expansion or addition or modification of the existing facilities, as well as for any additional procurement and sourcing of operating equipment, furniture and fittings at own cost subject to the written approval of the Client.

As per the building code of the Public Works Department, the reduced level of this service area is +7.50 RL to +10.50 RL. All the structures are designed considering 50 years of durability following the Bangladesh National Building Code (BNBC) and ACI 318-19.

This service area facilities includes but not limited to: a VIP Bungalow, Bungalows (30 Nos), Motel Mess (48 Unit), one Convention Center, A Resort reception Building with Restaurant, Shop, Food court, Gymnasium, office space and conference facilities, Swimming Pool, Playground, Tennis Court, recreational zone, Amphitheatre, Museum, Generator & Substation Building, Mosque, Health Center, Water Treatment plant (02 Nos), walkway, internal roads, landscaping & Grassing, drainage facilities and other facilities are there. The service area is bordered by a sea beach to the west, low-lying terrain to the north and south, and is open to Parkie Beach Road to the east. A small natural canal traverses the service area, with two 45-meter-long arch bridges constructed over it, significantly enhancing the area's aesthetic appeal for the tourist.

### 3. About Details of various establishments in the service area:

No.	Establishment name	Brief Descriptions
1.	Bungalow - Type A – 16 Nos & Type B – 14 Nos	<p>Bungalows were built in two different Reduced Levels (RL).</p> <p>Size</p> <ul style="list-style-type: none"> <li>- Internal area - 280 sq m</li> <li>- Roof area - 61 sq m.</li> <li>- Total area - 341 sq m.</li> </ul> <p>Features</p> <ul style="list-style-type: none"> <li>- Three bedrooms (with attached bathroom and balcony)</li> <li>- Living room (with balcony)</li> <li>- Dining room (with attached bathroom and balcony)</li> <li>- Kitchen (with balcony)</li> <li>- Servant room</li> <li>- Seating arrangement on the second floor</li> </ul>
2.	VIP Bungalow -(01 No)	<p>VIP cluster bungalows with 6 bedrooms divided into a total of five blocks.</p> <p>Area</p> <ul style="list-style-type: none"> <li>- Area of Block A - 129.25 sq m</li> <li>- Area of Block B - 35 sq m.</li> <li>- Area of Block C - 36.2 sq m.</li> <li>- Area of Block D - 84.25 sq m.</li> <li>- Area of Block E - 171.3 sq m</li> <li>- Total area - 456 sq m.</li> </ul> <p>Features</p> <ul style="list-style-type: none"> <li>- Block A - Four bedrooms (2 with attached bathroom and balcony, 2 without balcony)</li> <li>- Block B - One bedroom (with attached bathroom and balcony)</li> <li>- Block C - Connection block of four blocks</li> <li>- Block D - One bedroom (with attached bathroom, sitting room and balcony)</li> <li>- Block E - Living Room (with attached bathroom)</li> <li>- Dining room (with separate handwash zone and balcony in front of lily pond)</li> <li>- Kitchen (with balcony) + pantry</li> <li>- Servant room</li> <li>- Lily Pond (divided into two stages)</li> <li>- Seating arrangement on the second floor</li> <li>- Parking for 05 cars at once</li> <li>- Garden</li> <li>- Separate wall with gatehouse</li> </ul>
3.	Motel mess – 48 Units	<p>Studio apartment in a three-storied building located on the seashore.</p> <p>Area - 60 sq m (each)</p> <p>Features</p> <ul style="list-style-type: none"> <li>- One bedroom (with attached bathroom and balcony)</li> <li>- Living + Dining Room (with balcony)</li> <li>- Kitchen</li> <li>- Spacious walking area in front of the building</li> </ul>
4.	Security and Staff Accommodation	<p>A three-story building allocated for Ansar members engaged in security work.</p> <p>Features</p> <ul style="list-style-type: none"> <li>- Single bedrooms - 03 Nos (with attached bathroom and balcony)</li> <li>- Double bedrooms - 02 Nos (with balcony)</li> <li>- Triple bedrooms - 21 Nos (with balcony)</li> <li>- (one room used as a wardrobe)</li> <li>- Washroom block- 03 Nos</li> <li>- One Sitting room</li> <li>- Dining room (for 24 people)</li> </ul>

No.	Establishment name	Brief Descriptions
		<ul style="list-style-type: none"> <li>- Spacious kitchen adjacent to the building</li> <li>- Pantry</li> <li>- Spacious rooftop seating area</li> </ul>
5.	Resort Reception	<p>Three-storied commercial building built for reception located at the center point of the service area includes restaurants, food court, gymnasium, office, and conference room.</p> <p>- Features</p> <ul style="list-style-type: none"> <li>- Original Spiral Staircase</li> <li>- Service stairs – 2 Nos</li> <li>- One Elevator</li> <li>- Central air conditioning system</li> <li>- Spacious parking space</li> <li>- Garden and walking area outside the establishment</li> </ul> <p>➤ Ground floor</p> <ul style="list-style-type: none"> <li>- Reception desk</li> <li>- Lobby Lounge</li> <li>- Food Court - 52 tables with seating for 208 people</li> <li>- Small kitchen /stall - 08 Nos</li> <li>- Restaurant Kitchen (including dry storage, cold storage, washing zone, cooking area, serving area, preparation area)</li> <li>- One Children's Play Zone</li> <li>- Office/Store Room</li> <li>- Men's wash block - 02 Nos</li> <li>- Women's washroom - 02 Nos</li> <li>- One Handicapped washroom</li> <li>- Green zone for walking</li> </ul> <p>➤ Second floor</p> <ul style="list-style-type: none"> <li>- One Gymnasium</li> <li>- Office/Store Room- 07 Nos</li> <li>- Shop space -12 Nos</li> <li>- Men's wash block - 02 Nos</li> <li>- Women's wash blocks - 02 Nos</li> <li>- CCTV, Internet, PABX and other system servers</li> </ul> <p>➤ Third floor</p> <ul style="list-style-type: none"> <li>- Office space - 211.375 m<sup>2</sup> - 1 No</li> <li>- 49.5 m<sup>2</sup> - 1 No</li> <li>- Multipurpose Hall - 135.71 m<sup>2</sup></li> <li>- Conference Hall - 69.18 m<sup>2</sup></li> <li>- Men's wash block - 01 No</li> <li>- Women's wash block - 01 No</li> </ul>
6.	Recreational Zone - 1	<p>There is an aesthetic sitting and walking area to the west of the resort reception, along the eastern bank of the canal.</p> <p>Features</p> <ul style="list-style-type: none"> <li>- Shade Type 1 - 04 Nos</li> <li>- Shade type 3 - 01 No</li> <li>- Amphitheater - 02 Nos</li> <li>- Lily Pond– 01 No</li> <li>- Open walking area</li> </ul>
7.	Recreational Zone - 2	<p>There is a beautiful sitting and walking area east of the motel mess along the west bank of the canal.</p> <p>Features</p> <ul style="list-style-type: none"> <li>- Shade Type 1 - 06 Nos</li> </ul>

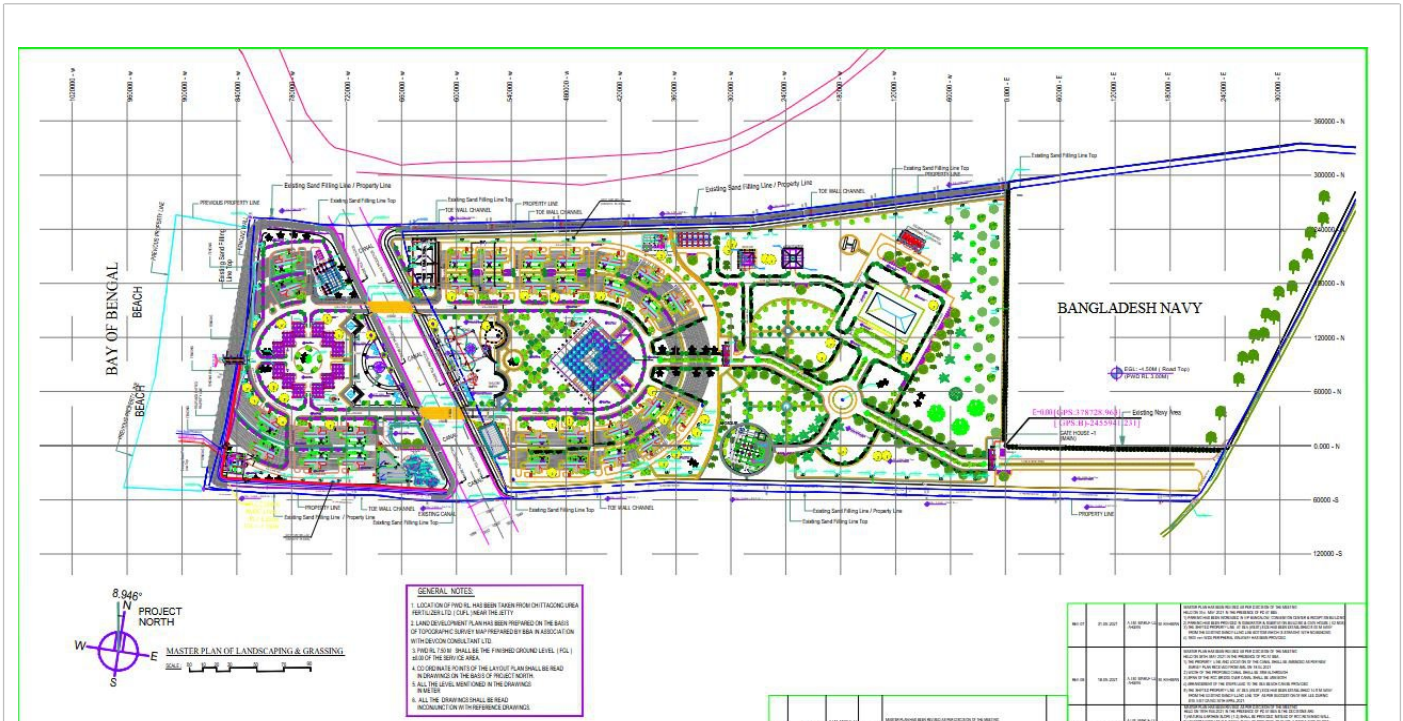
No.	Establishment name	Brief Descriptions
		<ul style="list-style-type: none"> <li>- Shade Type 2 - -02 Nos</li> <li>- Shade type 3 - -01 No</li> <li>- Amphitheater - -01 No</li> <li>- Open walking area</li> </ul>
8.	Convention Center	<p>The multipurpose hall is in the eastern part of the service area.</p> <p>Features - Pre-Convention Foyer</p> <ul style="list-style-type: none"> <li>- Convention Hall - 47.5 *23 m<sup>2</sup> <ul style="list-style-type: none"> <li>-Dining arrangements for 550 people sitting at 55 tables</li> <li>- Arrangements for meetings for 1000 people</li> </ul> </li> <li>- Artiste - 02 Nos</li> <li>- Meeting rooms - 03 Nos</li> <li>- Kitchen - 01 No (including dry storage, cold storage, washing zone, cooking area, serving area, preparation area)</li> <li>- Pantry - 01 No</li> <li>- Staff rooms - 02 Nos</li> <li>- Storeroom - 01 No</li> <li>- Men's wash block - 02 Nos</li> <li>- Women's wash blocks - 02 Nos</li> <li>- Handicapped washroom - 01 No</li> <li>- Staff wash block - 01 No</li> <li>- Loading deck - 01 No</li> <li>- Central air conditioning system</li> <li>- Spacious parking space Garden and walking area outside the establishment</li> </ul>
9.	Museum	<p>A facility built for the preservation and display of organic and inorganic specimens, comprising a botanical specimen display room, skeletal specimen display room and multimedia room has also been constructed well equipped with furniture, furnishing items and Air conditioning.</p>
10.	Mosque	<p>A beautiful mosque built for the prayers of guests arriving in the service area.</p> <p>Features - Arrangement for prayers for 1000 worshippers at once</p> <ul style="list-style-type: none"> <li>- Separate ablution facilities and bathrooms for men and women</li> <li>- Scenic walking area</li> <li>- Car parking system</li> <li>-well equipped with Air conditioning system.</li> </ul>
11.	Health Center	<p>Service centers built to provide healthcare.</p> <p>Features - Reception with waiting lounge</p> <ul style="list-style-type: none"> <li>- Office/Report Collection Room</li> <li>- Consultant room - 1 No</li> <li>- Treatment room - 1 No</li> <li>- Doctor's room - 1 No</li> <li>- Nurse station - 1 No</li> <li>- Sick room - 1 No (with three beds)</li> <li>- Sample Collection Room - 1 No</li> <li>- Laboratory - 1 No</li> <li>- Men's wash block - 1 No</li> <li>- Women's wash block - 1 No</li> </ul>
12.	Helipad	<p>Helipad for MI17 helicopters. Built for daytime takeoffs and landings.</p>
13.	Tennis court	<p>The tennis court is located in the southwest corner of the country-side of the service area.</p>

No.	Establishment name	Brief Descriptions
14.	Playground	The mini football field is located in the northwest corner of the country-side of the service area.
15.	Swimming pool	The swimming pool is located in the northeast corner of the Sea-side of the service area. Size - 6mx18m
16.	Fountain	An aesthetic water fountain is located in the roundabout in front of the service area.
17.	Generator and substation building	A building constructed to provide electrical connections to establishments in the service area and to install necessary equipment to ensure uninterrupted connection during load shedding.
18.	External lighting	Arrangements to illuminate roads, walkways and other parts of the service area with lights installed on lampposts, garden lights and external fencing.
19.	Water Treatment Plant – 2 Nos	Considering the salinity of the sea coast, two deep tube wells and two water treatment plants have been established for sufficient clean water and two overhead water tanks have been constructed for uninterrupted water supply  Capacity - 20 m <sup>3</sup> /hour (Country-Side) & 10 m <sup>3</sup> /hour (Sea-side)
20.	Overhead water tank - 1	- Capacity 100 m <sup>3</sup> - located on the east side of the service area.
21.	Overhead water tank - 2	- Capacity 60 m <sup>3</sup> - located on the west side of the service area.
22.	Gate House 1	The main entrance to the service area. Features - Swivel Gate - Guard room - Guard change/locker room - Washroom
23.	Gate House 2	Entrance gate to the residential part of the service area. Features - Swivel Gate - Guard room - Guard change/locker room - Washroom
24.	Gate House 3	The service area's entrance gate is adjacent to the seashore. Features - Swivel Gate - Guard room - Guard washroom Shower facilities for visitors to wash their hands and feet
25.	Bridge -02 Nos	Two arch bridges of 45meter length have been constructed over a canal flowing through the service area. It has made the natural beauty of the canal more charming.
26.	Road built with Uni-paver blocks	Uni-paver block paved roads constructed throughout the service area. Total length In addition to the 12-meter-wide main entrance, internal roads with walkways are well-maintained.
27.	Walkway made of Uni-paver blocks	Uni-paver block paved walkways constructed throughout the service area.
28.	External fencing	A beautiful fencing has been built around the service area to restrict the entrance of unwanted peoples.

No.	Establishment name	Brief Descriptions
29.	Internal fencing	Internal fencing was built to separate the residential part from Common/commercial space of the service area.
30.	Slope Protection	A strong & attractive slope protection has been constructed by placing CC blocks on three sides to protect it from tidal effect and flash flood. It was built considering the highest flood level and the maximum magnitude of cyclones and tidal flow of the last 100 years.
31.	Substation	One substation with generator facility for uninterrupted power supply.
32.	Landscaping & Plantation	To increase the aesthetic appeal of the resort, Sufficient number of trees of different varieties are planted as a part of landscaping in the suitable places of the service area

Moreover, The Karnaphuli Tunnel itself could become a tourist attraction, particularly with features such as viewing points, exhibition spaces, or educational tours about its construction. Visitors could learn about the technical challenges and achievements behind the tunnel’s design and construction. Special events, like **tunnel tours**, **river cruise** or **light shows**, could be organized to make the tunnel more appealing to tourists, like other major infrastructure projects that have become landmarks.

## Service Area Facilities



Service Area Master plan





**Karnaphuli Bungalow (VIP)**



**Bungalow**



**Motel Mess**



**Resort Reception**



**Museum**



**Health Centre**



**Convention Centre**



**Mosque**



**Sub-Station & Generator Building**



**Security & Maintenance Accommodation Building**



**Swimming Pool**



**Bridges over canal, Slope Protection & Boundary Wall**



**Water Treatment Plant**



**Over Head Water Tank**



**Recreational Zone, Walkway & Internal Roads**



**Fountain and Internal Roads**



**Tennis Court**



**Play Ground**



**Gate House, Internal Roads & Walkway**

#### **4. Background of the Assignment**

- 4.1. Chattogram is the main seaport and commercial city of Bangladesh, most of the export and import activities are being carried out through Chattogram Port situated in the mouth of the Karnaphuli River. Three bridges have already been constructed over the Karnaphuli River, but they appeared insufficient for the growing traffic. Morphologists' feared construction of more such bridges would intensify a siltation trend in the river endangering the Chattogram Port, a situation that prompted authorities to undertake the tunnel project to avoid the problem.
- 4.2. To implement the project a feasibility study was conducted by Bangladesh Bridge Authority (BBA) through engaging China Communication Construction Company Ltd joint ventured with Ove Arup & Partners Hong Kong Ltd (CCCC-Arup JV) with detail economic and engineering investigation to examine economic viability and technical feasibility for construction of tunnel under the Karnaphuli River.
- 4.3. The project was initiated in 2011 by a feasibility study. During the visit of the then Prime Minister of Bangladesh in China, on request the Government of China has come forward to finance the tunnel project under G to G system. Afterward, a loan agreement of USD 705.8 million was signed between ERD, Government of Bangladesh with Chinese Exim Bank on behalf of People Republic of China on 14th October 2016.
- 4.4. Bangladesh Bridge Authority (BBA) has signed a contract for construction of the project with China Communications Construction Company Ltd. (CCCC Ltd.) on 30th June 2015 and the contract became effective on 05 December 2017 by making mobilization payment for construction of the tunnel on that date. It is an EPC contract system, where “the contractor” (CCCC Ltd.) is responsible for the Design, Engineering Procurement and Construction of all activities related to the project. The total contract price is 705.8 million USD. Out of which the construction cost for Service Area Facilities is about 47.15 million USD as a provisional sum of the main contract. The Karnaphuli Tunnel opened for traffic on October 28, 2023. It's the first underwater tunnel in South Asia. The tunnel connects Chattogram to Cox's Bazar, Teknaf, and Matarbari.
- 4.5. The construction works of Service Area facilities has been completed on June 2024 and is currently being maintained by China Communications Construction Company (CCCC Ltd). However, the property is not yet open for guests or public use. The Service Area facilities is owned by the Bangladesh Bridge Authority (BBA) under the Government of Bangladesh (GoB).
- 4.6. Considering that the operation and maintenance of the Service Area facilities closely align with hotel and resort management, a domain beyond the core competencies of CCCC Ltd., the Bangladesh Bridge Authority (BBA) has decided to outsource the management of the Service Area to a specialized hotel and resort management company through a lease agreement.
- 4.7. Bangladesh Bridge Authority (BBA) now seeks to engage a Hotel & Resort Management Operator/Lessee for the operation and maintenance (O&M) of the Service Area facilities in Chattogram. The selection of Lessee will be carried out through a transparent tender process. Following the selection, BBA will enter into a lease agreement with the successful Tenderer for the operation and maintenance of the Service Area.

## **5. Objectives and Overview of the Assignment**

- 5.1. The selected Lessee will advertise and market the Service Area (SA) facilities, offer and provide services to the guests/tourists as per investment commitments, and business requirements. They must maintain lists of the guests & business records and shall make the same available to the Client upon reasonable notice for inspection or audit purposes.
- 5.2. Lessee shall provide all O&M services to keep the facilities upto its standard.
- 5.3. To promote business, they will offer and provide all related services consistent with social status including but not limited to the front office management, room services, Housekeeping, Repair and Maintenance services, Food and Beverage services, transport and logistics, travel desks, banquets, conferences, spa and wellness, etc. Lessee will be entitled to fix the prices/tariff of these services and charge accordingly provided that such rates are reasonable, transparent, and in conformity with the Service Standards.
- 5.4. Lessee can do necessary repairs and renovations at their own cost with prior approval of BBA. However, the Lessee shall submit detailed plans, cost estimates, and timelines for such work to the Client, who shall review and respond within 15 (fifteen) working days. Any unapproved work shall be deemed unauthorized.
- 5.5. **Lease Period:** The Lease to the selected lessee for the operation and maintenance of Service Area Facilities shall be for a period of 29 (Twenty-nine) years. The Lease shall not be renewed further upon the expiry of this 29-year period.
- 5.6. The Client shall hand over the Service Area facilities on an as-is where-is basis to the selected Lessee. Lessee shall then operate and maintain the property in accordance with the terms and conditions set forth in the Agreement between the parties and shall pay the Client the Minimum Guaranteed Annual Payment. Lessee shall bear all capital expenditure, including costs for structural repairs, internal repairs, and renovation works subject to the written approval of the Client, as well as the costs for operation and maintenance of the Service Area facilities during the term of their Lease period.

## 6. Payment by Lessee to the Client

*Note: This is to be read in conjunction with the applicable clauses of the Lease Agreement.*

### 6.1. Payment Terms

- 6.1.1. The Tenderer shall provide the Lease Money/Minimum Guaranteed Annual Payment in BDT to the Client, to be paid in four equal installments quarterly throughout the Lease period, in accordance with the terms outlined in Schedule 3 of the Lease Agreement. Penalty for Delay in Payment will be imposed in accordance with article 6.3 of the Lease Agreement.
- 6.1.2. The annual Minimum Guaranteed Annual Payment/quoted Lease Money must be mentioned in Bangladeshi Taka.
- a) Lessee is granted the responsibility of managing and operating the Service Area facilities, with the authority to generate revenue or profits through its use. Lessee retains full ownership of the earnings derived from the operation of the facilities. Under the terms of the agreement, the client has no claim or entitlement to any portion of the revenue or profits generated by Lessee from the operation of the Service Area provided that the Lessee fully complies with its obligations to pay the Lease Money/Minimum Guaranteed Annual Payment. However, this clause shall not prejudice the Client's rights to review or audit the Lessee's financial records for the purpose of verifying compliance with the Lease obligations.
- 6.1.3. Since BBA will not enjoy any share of the profits of the Management Operator/Lessee, BBA will not be liable for any loss incurred by the Management Operator/Lessee. The Operator will have to bear the loss incurred due to any natural or artificial reason (disaster or pandemic). Therefore, the Operator will not have the authority to claim any concession/waiver from the lease money to BBA on any grounds.
- 6.1.4. Lessee shall be responsible for timely payment of any license renewal fee, electricity, water, gas, municipal tax, VAT and IT expenses necessary for the proper operation of the establishment. These payments must be made in the name of the Client, and proof of payment must be submitted to the Client within the specified time frame. Lessee will be held accountable for any discrepancies or tampering with the bills. However, these bills will be periodically reviewed by a representative of the Client.

*The Tenderer should note that the Minimum Guaranteed Annual Payment /Lease Money amount mentioned in the tender to be quoted are exclusive of taxes. The Management Operator shall deposit the quoted annual lease money/Minimum Guaranteed Annual Payment in the form of pay order/bank draft. The annual lease money/Minimum Guaranteed Annual Payment shall increase at a compound rate every year. VAT, levy, income tax and other applicable taxes shall be deposited at the rate prescribed by the government at the time of payment of the annual lease money/Minimum Guaranteed Annual Payment.*

### 6.1.5. Lease Money/Minimum Guaranteed Annual Payment

This is the fixed amount to be paid for each year of the Lease period. The Annual Lease Money/Minimum Guaranteed Annual Payment for each year shall be made in four equal instalments every 3 months as per Schedule 3 of the Lease Agreement.

The Lease Payment shall be made in favor of "Bangladesh Bridge Authority" by way of A/c Payee cheque / demand draft or by RTGS / BEFTN, payable at Dhaka and shall be sent sufficiently in

advance so as to allow for realization / encashment thereof on or before Due Date. The annual lease money/Minimum Guaranteed Annual Payment shall increase at a compound rate every year. VAT, rent, income tax and other applicable taxes shall be deposited at the rate prescribed by the government at the time of payment of the annual lease money/Minimum Guaranteed Annual Payment.

Payment for the first instalment of the Lease Money/Minimum Guaranteed Annual Payment for Year 1 shall be made by Lessee on the Appointed Date, i.e., prior to the commencement of operation of the Project Asset / Project Facilities.

Year 1 shall commence from the date when the property is handed over to the lessee. The Lease Money/Minimum Guaranteed Annual Payment shall be paid by Lessee to the Client from Year 1 to Year 29 of the Lease Period in accordance with the table below –

Year	Lease Money/Minimum Guaranteed Annual Payment	
	BDT in Figure	BDT In word
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
Year 16		
Year 17		
Year 18		
Year 19		
Year 20		
Year 21		
Year 22		
Year 23		
Year 24		
Year 25		
Year 26		

Year 27		
Year 28		
Year 29		

*In the event of any difference between figures and words, the amount indicated in words shall prevail.*

The selection of Lessee / operator will be based on the highest Net Present Value (NPV) of the Financial Bid, with a 12% discount rate applied to the quoted Financial Bid. Only Tenderers who meet the technical evaluation criteria will be considered. The Tenderer with the highest NPV will be selected, and this NPV will form the basis for the negotiated financial terms with the Selected Lessee/ Operator.

**By way of illustration, the following may be considered –**

assume a Tenderer quotes, Initial payment (Year 1) = 50 Bangladeshi taka,  
Compound increment rate = 10% (i.e., payments grow by 10% each year),  
Discount rate = 12% and Number of years = 29

**Step 1: Cash flow formula for each year:**

$$\text{Payment for year } i = 50 \times (1 + 0.10)^{i-1}$$

So, the yearly cash flows:

Year 1: 50 taka

Year 2:  $50 \times 1.10 = 55$  taka

Year 3:  $50 \times 1.10^2 = 60.5$  taka

.....and so on for 29 years.

**Step 2: NPV formula:**

$$NPV = \sum_{i=1}^{29} \frac{\text{Payment for year } i}{(1 + 0.12)^i}$$

**Step 3: Sum the discounted cash flows.**

$$NPV = \frac{50}{1.12} + \frac{55}{1.12^2} + \frac{60.5}{1.12^3} + \frac{66.55}{1.12^4} + \dots + \frac{50 \times 1.10^{28}}{1.12^{29}}$$

The sum of all these present values over 29 years gives:

$$NPV \approx 1017.46 \text{ BDT}$$

## **7. Obligations, Roles and Responsibilities of the Lessee**

*Note: This is to be read in conjunction with the applicable clauses of the Lease Agreement*

- 7.1. Lessee shall perform their obligations, roles, and responsibilities as per the terms and conditions of the Lease Agreement with the Client.
- 7.2. Lessee is entitled to set the tariff terms for the facilities/services and also entitled to change such rate whenever it deems fit upon mutual discussion with Lessor, provided that such tariff setting remains within the bounds of applicable laws and industry standards. Any material changes in tariff shall be notified to the Client in writing at least seven (7) days in advance.
- 7.3. Lessee shall ensure that, barring a Force Majeure Event, at least 50% of the resort facilities are operational and available for booking at all times.
- 7.4. After signing the agreement, the management operator will have to complete an inventory of the leased facilities/assets under the joint management of both parties in order to present the facilities/assets on site. After the joint signature of the representatives of both parties on the copy of the inventory, both parties will keep one set of copies in their own collection.
- 7.5. The Operator/ Lessee shall manage the property and its facilities in full compliance with business standards, operating with due diligence and prudence. The Operator shall also ensure that the property is consistently maintained in optimal condition throughout the term of the Lease Agreement.
- 7.6. The Operator shall remit the Lease Money/Minimum Guaranteed Annual Payment to the Client as per the terms and conditions set in the Lease Agreement.
- 7.7. Lessee shall be responsible for timely payment of any license renewal fee, electricity, water, gas, VAT, and IT expenses necessary for the proper operation of the establishment. These payments must be made in the name of the Client, and proof of payment must be submitted to the first party within the specified time frame. Lessee will be held accountable for any discrepancies or tampering with the bills. However, these bills will be periodically reviewed by a representative of the Client.
- 7.8. Lessee shall be responsible for ensuring that its employees are properly trained for their respective roles and that all statutory employment requirements are met. Lessee will manage the activities of its personnel and will be held accountable for any misconduct. The cost of establishment of the office and its day-to-day management will have to be borne by the Lessee.
- 7.9. Lessee shall be responsible for all indemnities arising from operations of the Service Area facilities and will not hold the Client responsible or obligated.
- 7.10. **Utilities:** Lessee shall pay directly all fixed and variable charges towards consumption of electricity, water, and other utilities as per the meter readings to the agency concerned within stipulated timelines of the agency.
- 7.11. **Branding:** The property shall be co-branded as a project of BBA and the Lessee. Any changes to the branding of the property shall be made only with the written consent of BBA.
- 7.12. Lessee shall ensure that the key personnel are available to the Client as and when required by the Client and should be obliged to work closely with the Client's staff, act within its own authority and abide by directives issued by the Client.

- 7.13. Lessee shall maintain a high level of professional ethics and will not act in any manner which is detrimental to the Client's interests and all confidential information must be safeguarded unless disclosure is authorized in writing by the Client.
- 7.14. Lessee shall submit a Quarterly Performance Report and an Annual Performance Report to the Client giving details of room occupancy, Food & Beverage sales, usage of offered activities and facilities, etc. The content of the reports shall be defined by mutual agreement between the Client and the Lessee.
- 7.15. The Operator shall maintain all records such as sales invoices, monthly reports, yearly execution plan, etc.
- 7.16. The management operator shall properly preserve all accounting-related information (receipts and payments, sales and purchases etc.) as per financial rules. In the interest of fair accounting, inspection and audit, all related vouchers and bills shall be preserved for transparency.
- 7.17. At the end of every financial year, the Management Operator shall complete an audit of the financial activities of the given establishment through a reputed auditing firm at its own expense. A set of reports prepared on the audited matters shall be provided to the Client. Lessee shall discuss the performance of the Service Area facilities with the Client and advise them for approval of the submitted reports.
- 7.18. Lessee shall properly maintain all electro-mechanical installations, equipment, machinery, and the replacement of required spare parts of equipment and machinery at their own cost.
- 7.19. Lessee shall undertake the necessary repairs and renovation work from time to time for the upkeep of the hotel and compliance with statutory and safety norms. This is in addition to the initial set of structural & internal addition, Alteration or modification works (if required) subject to the written approval of the Client, as mentioned below.
- 7.20. Furniture and other electro-mechanical equipment shall be brought out from the Service Area only upon the permission of the Client's representative.
- 7.21. The land and facilities provided to the management operator cannot be sublet, leased, mortgaged or transferred to any third party during the contract period. The facilities provided to the management operator cannot be mortgaged to any financial institution. If any complaint is received in this regard, the contract will be cancelled along with the forfeiture of performance security.
- 7.22. No political or anti-social activities shall be allowed. The center shall not be leased out / rented for any function / gathering / meeting ritual that will hurt the religions feelings of the majority Muslims population of Bangladesh or any other minority community of Bangladesh.
- 7.23. Heavy truck/lorry/equipment that may cause any damage to the internal road or premises should not be allowed to enter into the center.
- 7.24. Any deviation from the terms of the Lease Agreement shall be intimated to the Client by Lessee and specific written requests by Lessee for relaxation of any of these terms shall be evaluated on a case-by-case basis and may be approved by the Client at their discretion.
- 7.25. At the end of the Lease Period, Lessee shall hand over the Service Area facilities/Resort back to the Client on an as-is-where-is basis and in accordance with the terms of the Hand back Clause as specified in the Lease Agreement.
- 7.26. If Lessee fails to hand back the Service Area facilities to the Client at the end of the Lease Period for

any reason whatsoever, Lessee shall be liable to pay to the Client a penalty amount equal to 5 (Five) times the Minimum Guaranteed Annual Payment, due for the last year of the Lease period. This penalty shall be levied each year with an annual escalation of 10% for which Lessee has failed to hand back the Service Area facilities to the Client.

- 7.27. In case Lessee fails to execute the work as per the Terms of the Lease Agreement, the Client reserves the right at its discretion to levy suitable penalty and / or terminate the Lease Agreement at the Lessee's risk and cost. Non-satisfactory work on the part of Lessee will also lead to blacklisting of Lessee from applying in future empanelment and tender processes of the Client.

**7.28. Alteration / Modification of Facilities**

7.28.1. Lessee is encouraged to propose and implement innovative products and solutions to increase the footfall and occupancy at the Service Area facilities. Any expansion or addition or modification of facilities is subject to the written approval of the Client. Lessee shall carry out alteration / modification for the Service Area facilities at their own cost.

7.28.2. The Lessee shall not construct any new facilities without the prior approval of the Client. In the event that new facilities are constructed, the Lessee shall offer/pay rent to the Client for such facilities, following negotiations between the parties and approval by the competent authority, or HOPE. However, Client reserves the right to modify the leased/existing facilities or carry out any kind of developmental work for its own needs.

7.28.3. Service Area facilities, including all improvements, repairs and renovations made therein by the Lessee, shall at all times belong to the Bangladesh Bridge Authority (BBA). Therefore, the management operator will not be able to claim any money/extension of the period. Any unauthorized renovation and repair work will be considered a breach of the signed Agreement. Provided that, after the repair/renovation/construction is done, the management operator will not have the authority to claim any compensation for the cost of such repair/renovation/construction after the contract expires or after the contract is terminated due to breach of terms.

7.28.4. If the contract is terminated due to breach of terms, the performance security will be forfeited in favor of the Client.

7.28.5. **Ownership and Removal of Movable Assets:** Any movable assets installed or added by the Lessee to the Service Area facilities remain the property of the Lessee, unless affixed in a manner that renders them integral to the premises, in which case they shall become the property of the Lessor upon installation without further compensation. Upon termination or expiration of this Agreement, the Lessee may, with the prior written consent of the Lessor and in coordination with any Clients, remove any movable assets that remain its property, provided such removal causes no damage to the premises. The Lessee shall be responsible for the full cost of any damage caused during such removal and shall restore the affected area to its original condition, to the Lessor's satisfaction.

If the Lessee fails to remove any of its movable assets within seven (7) days following termination or expiration of this Agreement, such assets shall be deemed abandoned. In such event, the Lessor shall acquire full and unencumbered ownership of the assets without further notice, compensation, or obligation, and may dispose of, use, or otherwise deal with the assets in its sole discretion. The Lessee shall indemnify the Lessor against any claims or liabilities arising out of such abandonment or disposal.

To prevent future disputes over whether an item is considered a movable or fixed asset under your lease agreement, The Parties shall maintain an agreed and signed list of all assets installed by the Lessee in the Service Area facilities, identifying each as either movable or fixed based on mutually agreed criteria set out in the Table below.

<b>Asset Type</b>	<b>Criteria for Movable</b>	<b>Criteria for Fixed</b>
Equipment	Freestanding, not bolted or embedded	Permanently affixed or integrated into walls
Furniture	Easily removable without damage	Built-in, wall-mounted
Electrical Items	Plug-and-play devices	Hardwired into building systems

Any items not listed shall be jointly reviewed and classified prior to or at the time of installation. This classification shall be binding for all purposes under this Agreement, including asset ownership and removal obligations.

- 7.28.6. At the end of the Lease period, in accordance with the as-is where-is Hand back Clause of the Lease Agreement, any expansion or addition or modification to the property made by Lessee shall be handed over to the Client at no additional cost.
- 7.28.7. Lessee shall abide by all the rules and regulations of the Government of Bangladesh as well as the terms of the Lease Agreement. Non-awareness of rules and regulations shall not absolve Lessee of any of their responsibilities towards the Service Area facilities.
- 7.28.8. Lessee shall ensure that the management of the Project Asset does not cause any damage or deterioration to the Project Asset.

**7.29. Facilities for clients**

- 7.29.1. Events organized at the conference center by employees of the Bangladesh Bridge Authority (BBA) shall be accommodated either on a complimentary basis or at a minimal charge, based on mutual negotiation between the Lessee and the Client/ BBA, subject to prior request at least 15 (Fifteen) days before and official approval.
- 7.29.2. Lessee shall grant access to the Service Area facilities to any person from the Bangladesh Bridge Authority (BBA) or any other individual authorized by the Client.

7.29.3. It is noted that VIP Bungalows (Karnaphuli), Bungalows-23, Bungalows-24 and 4 units of the Motel Mess (Building-4C) are excluded from lease agreements. These facilities will remain under the direct management of the Bangladesh Bridge Authority (BBA) as part of the Operation and Maintenance (O&M) works for the Karnaphuli Tunnel. In addition, complementary access to selected recreational and support facilities- including the swimming pool, indoor/outdoor games area, and gymnasium will be made available to the Client at time.

## **8. Obligations, Roles and Responsibilities of the Client**

*Note: This is to be read in conjunction with the applicable clauses of the Lease Agreement*

- 8.1. **Facilitate Bookings:** The Client shall feature the Service Area facilities on the list of properties displayed on the Bangladesh Bridge Authority (BBA) and Bridge Division website. If any of the guests show interest in booking rooms in the Service Area facilities, the guests shall be redirected to the booking portal of Lessee upon clicking on the room booking link on the website. For providing this proposed facility, the Operator/ Lessee shall have an online booking portal.
- 8.2. The Client assumes that Lessee has complete clarity and understanding of the scope and objective of the assignment.
- 8.3. The Client's approval or review of reports shall not absolve Lessee from responsibility and accountability of delivery of the assignment with quality.
- 8.4. The Client shall ensure that Lessee abides by The Client's guidelines and rules and regulations of Bangladesh Bridge Authority (BBA) and Government of Bangladesh.
- 8.5. The Client's Site Representative will ensure to oversee that the Service Area facilities is being run in a proper manner as per the terms and conditions of the Agreement and the terms and conditions of the TENDER and the Lease Agreement.
- 8.6. BBA will handover to successful Lessee if there is any document regarding Warranty, MOU, Agreement etc.
- 8.7. The **entire Master Plan** of the Service Area, including relevant drawings, layout plans, and infrastructure details, shall be **shared with the Lessee** upon execution of the Lease Agreement and completion of the handover formalities.
- 8.8. Soil Test Report of the Service Area will be **shared with the Lessee** upon execution of the Lease Agreement and completion of the handover formalities.

**SECTION 6. DRAFT LEASE AGREEMENT FOR THE LEASE TO OPERATE AND MAINTAIN THE TUNNEL SERVICE AREA FACILITIES, ANWARA, CHATTOGRAM**

**Between**

---

**[Name of Client/Lessor/Owner: Bangladesh Bridge Authority]**

**And**

---

**[Name of Lessee/Operator]**

**Dated:**

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This **Lease Agreement** (hereinafter referred to as the “**Agreement**”) mutually agreed and executed on this \_\_\_\_\_ day of Month \_\_\_\_\_, 2025 (the “Execution Date”) at Setu Bhaban, Dhaka”.

**BETWEEN**

**Bangladesh Bridge Authority**, a statutory authority operating under the purview of the Bridges Division within the Ministry of Road Transport and Bridges, having its Registered Office at Setu Bhaban, New Airport Road, Banani, Dhaka-1212, duly represented by its Director (Admin), Mr. Altaf Hossain Sheikh (hereinafter referred to as the “**Lessor**” or “**Owner**” or “**Client**”, which expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest, legal representatives, administrators, executors and permitted assigns) OF THE FIRST PART.

**AND**

\_\_\_\_\_ [Name of the Successful Tenderer], having its registered office at \_\_\_\_\_, hereinafter referred to as “**Lessee**” or the “**Operator**”, which expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest, legal representatives, administrators, executors and permitted assigns) OF THE OTHER PART.

WHEREAS,

- A. Bangladesh Bridge Authority (BBA) has decided to appoint a Lessee to maintain and operate the Service Area facilities premises by granting a Lease to enter the premises and operate and manage the Service Area facilities for the period agreed herein.
- B. Lessee shall operate and maintain the Service Area facilities for a period of 29 (Twenty-Nine) years from the date of signing of the Agreement. The Lease shall not be extended beyond this period.
- C. After a competitive Tendering process, Lessee has been selected to operate the property for a period of 29 (Twenty-Nine) years, and accordingly, a Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued to the Lessee. Lessee has duly acknowledged the letter of intent vide its Letter No. \_\_\_\_ dated \_\_\_\_\_.
- D. In pursuance, thereof the Parties hereto are required to enter into a Lease Agreement for the Lease to Operate and Maintain the Service Area Facilities/Resort as per business standard, which presents to record the terms, conditions, and covenants of the Lease.
- E. This Agreement constitutes and represents the entire Agreement between the Parties hereto on the subject matter hereof and supersedes all prior arrangements, agreements and understandings, whether oral or written on the subject hereof.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

## Article 1. Definitions and Interpretation

### 1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

1. “Additional Auditor” shall have the meaning as set forth in Article 4.8
2. “Additional Facilities” means the facilities that Lessee may optionally provide at their own cost in the Project Asset with the approval of the Client and set out as such, more specifically in Schedule 2B.
3. “Agreement” or “Lease Agreement” means this Lease Agreement, and includes any amendments thereto made in accordance with the provisions hereof.
4. “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in Bangladesh including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/ the Lessee.
5. “Applicable Permits” means all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained by Lessee under Applicable Law, in connection with the renovation, operation and maintenance of the Project during the subsistence of this Agreement.
6. “Appointed Date” means the date of this Agreement.
7. “Arbitration Act” Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within 28(twenty-eight) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force. However, The Client and Lessee shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8. “Annual Net Revenue” means Annual Revenue less Deductions, duly certified by Statutory Auditor
9. “Annual Revenue” means the Gross Revenue derived by Lessee during the period of twelve months from the Appointed Date or any subsequent periods of twelve months starting from the anniversary dates of the Appointed Date, and duly certified by Statutory Auditor of the Lessee

Revenue in foreign exchange would be suitably converted to Bangladeshi Taka as per generally accepted accounting principles in Bangladesh and approved by the Statutory Auditor of the Lessee.

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- |     |                                   |   |
|-----|-----------------------------------|---|
| 10. | BBA                               | Means Bangladesh Bridge Authority   |
| 11. | Service Area facilities/ property | Means Service Area facilities/ property/Resort owned by Bangladesh Bridge Authority   |
| 12. | “Book Value”                      | shall mean the depreciated / written down value, in the audited books of the Lessee, of a specific asset or a class of asset in accordance with generally accepted accounting principles and applicable accounting standards, as valued and certified by an independent approved valuer. The independent approved valuer shall be appointed by the Client. The fees for such an independent valuer shall be borne by the Client and Lessee in equal amounts.  |
| 13. | “Brand”                           | shall mean, the trademark registered in, (a) Bangladesh in accordance with the provisions of the Trademarks Act, or (b) any jurisdiction other than Bangladesh in accordance with the applicable law in such jurisdiction, in each case, under which an entity is operating and managing hotel(s) / resort(s)   |
| 14. | “Commencement Date”               | means the date on which Lessee commences operations of the Project Asset / Project Facilities which shall be on or before 60 (Sixty) days from the Appointed Date.  |
| 15. | “Cure Period”                     | means the period specified in this Lease Agreement for curing any breach or default of any provision of this Lease Agreement by the Party responsible for such breach or default and shall: <ul style="list-style-type: none"><li>i. commence from the date on which a notice is delivered by one Party to the other Party asking the letter to cure the breach or default specified in such notice.</li><li>ii. not relieve any Party from liability to pay damages or compensation under the provisions of this Agreement; and</li><li>iii. not in any way be extended by any period of Suspension under this Lease Agreement; provided that if the cure of any breach by Lessee requires any reasonable action by Lessee that must be approved by the Client, the applicable Cure Period shall be extended by the period taken by the Client to accord their approval.</li></ul> |
| 16. | “Deductions”                      | Shall mean Vat/tax and any other tax or cess payable by Lessee under the Applicable Laws on the revenues from items indicated in Gross Revenue.   |
| 17. | “Definitive Documents”            | Shall mean collectively (i) this Agreement, (ii) the Letter of Award, and (iii) any such other agreements and documents, entered into / to be entered into between the Client and Lessee in accordance with this Agreement or the Tender Document   |
| 18. | “Due Date”                        | means each date for making Lessee Payment as set out in <b>Schedule 3</b> .   |

19. "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 payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Asset/ Project Facilities.
20. **"Expiry"** means expiry of the Lease by efflux of time at the end of 29 (Twenty-Nine) years from the Appointed Date.
21. **"Expiry Date"** means the date on which Expiry occurs.
22. **"Financing Documents"** means collectively the documents evidencing Lenders' commitment to finance the Project.
23. **"Fixtures"** shall mean all fixtures and fittings installed or placed in or affixed to the Project Asset from time to time
24. **"Force Majeure"** means an act, event, condition or occurrence as specified in Article 7.
25. **"Force Majeure Event"** means an act, event, condition or occurrence as specified in Article 7.
26. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
27. **"GOB"** means the Government of Bangladesh.
28. **"Government Agency"** means any Government Department, Local Authority or Board or Body or Corporation, commission, bureau, agency, authority, instrumentality established by or under any law and owned and controlled by the Government, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Lessee, the Project Asset or any portion thereof, or the performance of all or any of the services or obligations of Lessee under or pursuant to this Agreement.
29. **"Guest"** includes customers, clients, and guests to the Project Asset by whatever name called visiting or residing at Project Asset.

30. **“Gross Revenue”** means revenues, in Bangladeshi Taka, generated from operating the Project Asset and Project Facilities from the activities mentioned herein below, and shall include but is not limited to the following:
- i. Revenue from room occupancy
  - ii. Revenue from sale of food, beverages, from the restaurant, coffee shop, room service or any other food & beverages service
  - iii. Revenue from seminar halls, banquet halls, conference, boardrooms, lawns, open space or any Additional Facilities
  - iv. Revenue from telephone, internet, secretarial services, laundry, beauty parlor, barber, florist shop, book stall, swimming pool, health club and any other revenues of similar nature
  - v. Revenue from commercial space on account of rent and/or Lease fee of shops, counters, travel desk, shop windows, showcases or any premises given out to any person/parties
  - vi. Revenue from sports and recreation facilities and hire charges
  - vii. Revenue from offering the facility for film shooting
  - viii. Revenue from services/facilities offered to guests through tie-up with other institutions / organizations
  - ix. Revenue from all receipts against the earning of any affiliates,
  - x. Any other miscellaneous income derived out of operation of the property
- Revenue in foreign exchange would be suitably converted to Bangladeshi Taka as per generally accepted accounting principles in Bangladesh and approved by the Statutory Auditor of the Lessee.
31. **“Handback Guarantee”** means the performance guarantee provided by Lessee as per the provisions of Article 9.2 (b) of this Agreement
32. **“Lenders”** means public financial institutions, scheduled banks, insurance companies, registered mutual funds and trustees for bondholders or debenture holders, who have provided funds to Lessee for financing any part of the Project.
33. **“Lease”** shall have the meaning ascribed thereto in Article 2.1 of this Agreement.
34. **“Lessee Personnel”** includes employees, workers, suppliers, and contractors of Lessee by whatever name called visiting or using the Project Asset.
35. **“Lease Money/ Minimum Guaranteed Annual Payment Payment”** means the amounts payable by Lessee to BBA on the Due Dates in accordance with Article 6.
36. **“Lease Period”** shall have the meaning ascribed thereto in Article 2.2 of this Agreement.

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37. **“Mandatory Facilities”** means all facilities required mandatorily to be provided in the Project Asset and set out as such more specifically in Schedule 2A.
38. **“Material Adverse Effect”** means a material adverse effect on (a) the ability of Lessee to exercise any of its rights or perform/ discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement and/ or (b) the legality, validity, binding nature or enforceability of this Agreement.
39. **“Material Breach”** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.
40. **“Modification Proposal”** shall have the meaning ascribed thereto in Article 4.4 of this Agreement.
41. **“Movable Assets”** means all assets / properties procured by Lessee for the purpose of the Project which is neither attached to the earth / Project Asset nor permanently fastened to anything attached to earth / Project Asset.
42. **“Net Revenue”** means Gross Revenue less Deductions
43. **“O&M Expenses”** means expenses to be incurred by Lessee for operations and maintenance of the Hotel for the entire Lease Period in order to meet its obligations under Article 4 of this Agreement
44. **“Parties”, “Party”** means the parties to this Agreement and **“Party”** means either of them, as the context may admit or require.
45. **“Precautionary Notice”** means a notice in writing issued by BBA to Lessee in accordance with Article 5.3
46. **“Preliminary Notice”** means the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, *inter alia*, the underlying Event of Default in accordance with Article 8.
47. **“Project”** means and includes the refurbishing of the Project Asset, provision of the Mandatory Facilities, operation, maintenance of the Project Asset/ Project Facilities in accordance with the provisions of this Agreement and specifically in accordance with Schedule 2A and such Additional Facilities as are provided by the Lessee.
48. **“Project Asset”** means Service Area facilities and the land appurtenant thereto more fully described in Schedule 1A, 1B to this Agreement.
49. **“Project Facilities”** means collectively the Mandatory Facilities and the Additional Facilities.
50. **“Project Specific Account”** means an Account which Lessee shall open and maintain with a Bank in which all inflows on account of Gross Revenue shall be credited and outflows on account of capital and revenue expenditures shall be debited, as the case may be, in accordance with the provisions of this Agreement, and as set forth in Article 4.7

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51. **"Refurbishment Works"** means all works/ activities including repair, renovation, upgradation, improvement, reconfiguration of room / halls or other areas, change in placement of offices, retail areas, restaurants, installation/replacement of Fixtures, furniture etc. that Lessee may undertake at or within the Project Asset with prior written approval of the Client and in accordance with the provisions of this Agreement and the Applicable Laws and subject to Applicable Permits.
52. **SA** Service Area facilities/property/Resort constructed at Chattogram for Tunnel Operation & Masintenance
53. **"Special Auditor"** means a reputed firm of Chartered Accountants or reputed accounting firm duly Leased to practice in Bangladesh and appointed by BBA, from time to time for this Project.
54. **"Statutory Auditor"** means a reputed firm of Chartered Accountants duly Leased to practice in Bangladesh acting as statutory auditors of the Lessee.
55. **"Taka"/"BDT"** means Bangladeshi Taka, being the lawful currency of the People's Republic of Bangladesh
56. **"Taxes"** shall mean and include all general and special taxes, duties and levies, whether ordinary or extraordinary, including existing and future assessments for property, income, goods or services of any description by whatever name called now or in future which may be lawfully charged, assessed, or imposed upon all or any portion of the Project Asset (as the same may be increased or diminished from time to time during the Lease Period) on both land and all improvements contained thereon and / or the Lessee' business;
57. **"Tender Document"** shall mean the request for Tender [insert Tender no] dated [insert date] issued by the Client for inviting Tenders for the operation and maintenance of Service Area along with its Annexure, exhibits, attachments, any addenda issued to it from time to time, and any other document issued pursuant hereto including all written responses, amendments and clarifications issued by the Client
58. **"Termination"** means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.
59. **"Termination Date"** means the date specified in the Termination Notice as the date on which Termination occurs.
60. **"Termination Notice"** means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

## **1.2. Interpretation**

In this Agreement, unless the context otherwise requires,

- a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law.
- c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- e) the words "include" and "including" are to be construed without limitation.
- f) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h) any reference at any time to any agreement, deed, instrument, Lease or document of any description shall be construed as reference to that agreement, deed, instrument, Lease or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses, and Schedules of or to this Agreement;
- j) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- k) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

## **Article 2. Lease**

### **2.1. Grant of Lease**

Subject to and in accordance with the terms and conditions set forth in this Agreement and in consideration of the payments to be made by the Lessee in accordance with this Agreement, the Client (Bangladesh Bridge Authority) hereby grants the Lessee a non-exclusive, limited, and revocable lease of the Premises, strictly for the purpose of managing and operating the Project Asset and Project Facilities as defined herein. The Lessee shall, at its sole cost and expense, refurbish, operate, and maintain the Project Asset and Project Facilities and shall provide the Mandatory Facilities (Schedule 2A) and Additional Facilities (Schedule 2B). The Lessee shall be entitled to exercise only those rights, powers, privileges, and benefits that are expressly granted under this Agreement, which shall include the right to collect and retain tariffs, fees, and charges solely in respect of the services actually provided by it under this Agreement. The Lessee shall handover the Project Asset and Project Facilities to the Client in good operating condition (subject to normal wear and tear) upon the earlier of the Expiry Date or the Termination Date as the case may be (the “Lease”).

### **2.2. Lease Period**

The Lease hereby granted shall be for a fixed, non-renewable term amounting to 29 (Twenty-Nine) years commencing from the Appointed Date and ending on the Expiry Date (the “Lease Period”). The Lease is subject to the terms and conditions set forth in this Agreement and the same is revocable subject to the Client strictly following and adhering to the terms and conditions set forth in this Agreement. The Lease shall not be extended beyond this period.

Provided that in the event of Termination, the Lease Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

### **2.3. Acceptance of Lease**

In consideration of the rights, privileges and benefits conferred upon by the Client and including the right to collect, retain and appropriate all tariffs, fees and charges for the facilities and services provided and other good and valuable consideration expressed herein, Lessee hereby accepts the Lease and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof. Lessee hereby also accepts that he shall not be entitled to any compensation from the Client for the refurbishment, operation, and maintenance of the property.

The Lessee shall be granted the responsibility to manage and operate the Service Area facilities, including the right to generate revenue and profits therefrom. Notwithstanding such rights, the Lessee shall operate the facilities solely at its own cost, risk, and responsibility. All revenue or profits derived from such operation shall remain the property of the Lessee, provided that such activities comply fully with the terms of this Agreement and all applicable laws and regulations.

For the avoidance of doubt, the Lessor shall not be liable for any debts, obligations, or liabilities incurred by the Lessee in connection with the operation of the Service Area. The Lessor shall have no claim to any revenue, profit, or economic benefit arising from the Lessee’s operations.

The Lessor shall have the right, upon reasonable notice and during normal business hours, to review relevant financial records and operational reports pertaining to the use of the Service Area for the sole purpose of ensuring compliance with the terms of this Agreement. Failure by the Lessee to maintain accurate records or permit such review shall constitute a material breach of this Agreement.

Since BBA will not enjoy any share of the profits of the Management Operator/Lessee, BBA will not be liable for any loss incurred by the Management Operator/Lessee, whether arising due to natural calamity, force majeure, economic conditions, or any other cause whatsoever. Therefore, Lessee hereby also accepts that He will have to bear the loss incurred due to any natural or artificial reason (disaster or pandemic) as well as he will not have the authority to claim any concession/waiver from the lease money to Client/BBA on any grounds.

#### **2.4. Deemed Knowledge and Disclaimer**

Subject to the provisions of this Agreement, Lessee shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the financing, commissioning, maintenance, operation, management and development of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and Lessee shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Client and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

## **Article 3. Project Asset**

### **3.1. Handover of Project Asset**

- a) The Client shall on the Appointed Date handover to Lessee on as-is-where-is basis, vacant and peaceful physical possession of the Project Asset, free and clear from any Encumbrance or third-party claims or disputes, for the purpose of operating and maintaining the Project Asset as per the timeline mentioned and terms and conditions agreed herein. The Client shall indemnify the Lessee against any loss, claim, or litigation arising out of any defect in title or possession.
- b) Upon handover of the Project Asset pursuant to sub-article (a), the Lessee shall have a right to enter, occupy, and use the Project Asset solely for the purposes of fulfilling its obligations and exercising its rights under this Agreement. Any investigations, developments, or improvements undertaken by the Lessee shall be at its sole cost, risk, and expense, and must be conducted in compliance with applicable laws, regulations, and the Lessor's prior written approval where required.
- c) The Lessee shall ensure that no damage is caused to the Project Asset and shall be responsible for restoring any part of the Asset affected by its activities to the satisfaction of the Lessor. The Lessor retains the right to monitor, inspect, and impose reasonable restrictions on the Lessee's activities to protect its interests in the Project Asset.
- d) Such rights shall not be construed as ownership rights over the land or property, and the Lessee shall not mortgage, assign, or create any third-party interest therein.

### **3.2. Rights and Use of the Project Asset**

- a) The Lessee shall have a non-exclusive right to use the Project Asset strictly in accordance with the terms of this Agreement. Any regulation of third-party entry or use by the Lessee shall be subject to the prior written consent of the Lessor and shall not interfere with the Lessor's ownership rights or access. The Lessee shall ensure that its use, and that of any third parties, does not cause damage to the Project Asset or impair the Lessor's interests in any way.
- b) Lessee shall not part with or create any Encumbrance on the whole or any part of the Project Asset / Project Facilities save and except as set forth and permitted under this Agreement.
- c) Lessee shall not without the prior written approval of the Client use the Project Asset / Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

### **3.3. Applicable Permits**

Lessee shall maintain all requisite and valid Applicable Permits in such a sequence as is consistent with the requirements of the Project. Such permits shall include, but not be limited to, a Liquor Bar License (if applicable and permissible under the Alcohol laws of Bangladesh), certification from the Bangladesh Food Safety Authority, trade licenses, environmental clearances, fire safety approvals, and any other statutory or regulatory approvals necessary for lawful operation of the Project.

### **3.4. Peaceful Possession**

The Client hereby warrants that:

- a) The Client enjoys absolute possession of the Project Asset and is vested with the right to grant the

Lease.

- b) Subject to the Lessee's full and continuous compliance with the terms and conditions of this Agreement, the Lessee shall be entitled to remain in peaceful, revocable, and non-exclusive possession and enjoyment of the Project Asset during the Lease Period under the Lease Agreement with the Client. Such possession shall not create or imply any tenancy, leasehold interest, or proprietary right in favor of the Lessee beyond the scope of this Agreement. The Lessor reserves the right to take appropriate action to protect its ownership and interests in the Project Asset in the event of any breach or non-compliance by the Lessee.

### **3.5. Acceptance of Project Asset and Project Facilities**

- a) Lessee acknowledges that it has undertaken a due diligence over the Project Asset and Project Facilities, and all aspects of the Project. For the purposes of this Agreement, Lessee shall be deemed to have –
  - i. inspected Project Asset and Project Facilities and all buildings at and its surroundings.
  - ii. satisfied itself as to the climatic conditions, noise level, hydrological and general physical conditions of Project Asset and Project Facilities, the nature of the ground and subsoil, the proposed form and nature of the Project, and the nature of the design, work and materials necessary for the performance of its obligations under this Agreement.
  - iii. satisfied itself as to the means of communication, access to and accommodation at Project Asset and Project Facilities, it may require or as may be otherwise necessary for the performance of its obligations under this Agreement;
  - iv. obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect its rights and obligations hereunder and its other rights and obligations under or pursuant to this Agreement;
  - v. has determined the nature and extent of the difficulties, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement and for undertaking the Project.
- b) Lessee further acknowledges that it, or any entity claiming under it, shall have no recourse against the Client if it is, at a later date, found that the Project Asset and Project Facilities is deficient in any manner whatsoever, and in the event of any mistake made or misapprehension harbored by Lessee in relation to any of the foregoing provisions of Article 3.5. If a deficiency is found, Lessee acknowledges and agrees that it shall, at its own cost, take all appropriate measures to remedy the same in order to undertake the Project. The Client shall bear no responsibility whatsoever for any latent or patent defect in the Project Asset or Project Facilities, whether existing now or arising in the future.
- c) Lessee acknowledges and hereby accepts the difficulties, inputs, costs, time, resources, risks and hazards associated with the performance of its obligations hereunder and hereby agree that the Client shall not be liable for the same in any manner whatsoever to Lessee, other than as expressly provided in this Agreement.
- d) It is clarified that all fossils, antiquities, structures and/or other remains or things either of archaeological or of particular geological interest discovered at Project Asset and Project Facilities or in the course of carrying out any work shall not be the property of Lessee and Lessee shall have no right or interest in such fossils, antiquities and structures and changes or modifications thereto to such items by Lessee is not permitted and further, any discovery of such items must be communicated to the Client at the earliest possible time upon discovery.

## Article 4. Lessee's Obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, Lessee shall have the following obligations:

### 4.1. Performance Security

- a) Lessee shall, for due and punctual performance of its obligations relating to the Project, deliver to the Client, simultaneously with the execution of this Agreement, an irrevocable bank guarantee from a scheduled bank acceptable to the Client, in the form as set forth in Schedule 4, for a sum of equal to the Minimum Guaranteed Annual Payment for the forthcoming year. Hence, for clarity, Year 1 of the Lease Period, the Performance Security shall be equal to the Lease Money/Minimum Guaranteed Annual Payment for Year 1 of the Lease Period while for Year 28 of the Lease Period, the Performance Security shall be equal to the Lease Money/Minimum Guaranteed Annual Payment for Year 28 of the Lease Period.

However, for Year 29 of the Lease Period, the Performance Security shall be equal to **1.5 (One and half) times** the Minimum Guaranteed Annual Payment for the last year of the Lease Period.

- b) The Performance Security shall be kept valid for a period of 15 (fifteen) months. Provided that for Year 29 of the Lease Period, the Performance Security shall be kept valid for a period of **24 (Twenty Four)** months. "The said Performance Security must be renewed every year on the anniversary of its original submission, before the Appointed Date, and continue to be renewed until the Agreement ends."
- c) Performance Security shall be forfeited if there is any breach of the terms and conditions of this agreement by Lessee.

Provided that if the Agreement is terminated due to any event other than a Lessee Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to the Client's right to receive amounts, if any, due from Lessee under this Agreement, be duly discharged and released to the Lessee.

- d) In case of any appropriation or encashment of Performance Security by the Client, Lessee shall forthwith but in any event not later than seven (7) business days after such appropriation, furnish to the Client, a replacement Performance Security so as to ensure that the Client has, at all times, Performance Security equal to the amount applicable as per Article 4.1. In the event of non-receipt / inadequate receipt / delayed receipt of the Performance Security by the Client from the Lessee, the

Client shall have the absolute right, exercisable at its discretion, to terminate this Agreement and other Definitive Documents requiring Lessee to forthwith vacate the Project Asset. Such right shall be without prejudice to any other remedies available to the Client under law or equity.

### 4.2. Financing Arrangement

The Lessee shall at its cost, expenses and risk make such financing arrangements as it would be necessary to implement the Project by creating charge over its operations or books of account but not to create charge or encumbrance over the Project Asset /Facilities and to meet all of its obligations under this Agreement, in a timely manner.

#### **4.3. Project Commencement**

Lessee shall commence operations within **60 (Sixty) days** from the Appointed Date. Further, Lessee shall provide Mandatory Facilities as enumerated in Schedule 2A, and the Failure to provide the Mandatory Facilities shall amount to breach of performance of Lessee's Obligations and Lessee shall be liable to pay 10% higher Lease Money/Minimum Guaranteed Annual Payment for each year of delay.

There shall be no moratorium period or modification of Lease Payment between the Appointed Date and the Commencement Date.

#### **4.4. Alterations and Modification**

- a. Lessee is encouraged to propose and implement innovative products and solutions to increase the footfall and occupancy at the Service Area facilities. Any expansion or addition or modification of facilities is subject to the written approval of the Client.
- b. For this purpose, Lessee shall submit to the Client a Tender (hereinafter referred to as Modification Proposal) clearly describing the alteration, modification, additional facilities and its impact on the structural stability of the Project Asset / Project Facilities, at least sixty (60) days prior to carrying out such activities and shall not commence such work unless written clearance is granted under Article 5.1(b).
- c. Lessee shall be required to obtain Applicable Permits and adhere to Applicable Laws for demolition of any part of the Project Asset.
- d. Lessee shall not use explosives or other detonators during the process of demolition or other excavation work in the Project Asset.
- e. Lessee shall claim no discount from the Client for any kind of alterations and modifications including structural additions / modifications / expansion work etc. to the Project Asset.
- f. **Construction of New Facilities and Rental Terms:**
  - i. The Lessee shall actively pursue commercial opportunities and operational improvements that enhance revenue generation from the leased premises of Service Area Facilities. Any major development or revenue-generating activity shall be reported to the Client and may be subject to periodic review or revenue-sharing arrangements, as mutually agreed and approved by HOPE.
  - ii. The Lessee shall not construct any new buildings, structures, or facilities on the leased premises without obtaining the prior written approval of the Client.
  - iii. In the event the Lessee constructs any new facilities with the required approval, the Lessee shall offer rent to the Client for such newly constructed facilities. The rental terms shall be determined through mutual negotiations between the Parties and shall be subject to approval by the competent authority, i.e., HOPE.
  - iv. Upon approval, the agreed rental amount for the newly constructed facilities shall be incorporated into the existing quarterly lease payment schedule. The Lessee shall make such payments concurrently with the quarterly lease payments for the remainder of the lease term, unless otherwise agreed in writing by the Parties.
  - v. However, Client reserves the right to modify the leased/existing facilities or carry out any kind of developmental work for its own needs.

- vi. Service Area facilities, including all Additions, improvements, repairs and renovations made therein by the Lessee, shall at all times belong to the Bangladesh Bridge Authority (BBA). Therefore, the management operator/Lessee will not be able to claim any money/extension of the period. Any unauthorized renovation and repair work will be considered a breach of the signed Agreement.
- g. If the contract is terminated due to breach of terms, the performance security will be forfeited in favor of the Client.
- h. **Ownership and Removal of Movable Assets:** Any movable assets installed or added by the Lessee to the Service Area facilities shall remain the property of the Lessee, unless affixed in a manner that renders them integral to the premises, in which case they shall become the property of the Lessor upon installation without further compensation. Upon termination or expiration of this Agreement, the Lessee may, with the prior written consent of the Lessor and in coordination with any Clients, remove any movable assets that remain its property, provided such removal causes no damage to the premises. The Lessee shall be responsible for the full cost of any damage caused during such removal and shall restore the affected area to its original condition, to the Lessor's satisfaction.

If the Lessee fails to remove any of its movable assets within seven (7) days following termination or expiration of this Agreement, such assets shall be deemed abandoned. In such an event, the Lessor shall acquire full and unencumbered ownership of the assets without further notice, compensation, or obligation, and may dispose of, use, or otherwise deal with the assets in its sole discretion. The Lessee shall indemnify the Lessor against any claims or liabilities arising out of such abandonment or disposal.

To prevent future disputes over whether an item is considered a movable or fixed asset under your lease agreement, The Parties shall maintain an agreed and signed list of all assets installed by the Lessee in the Service Area -02, identifying each as either movable or fixed based on mutually agreed criteria set out in the Table below.

Asset Type	Criteria for Movable	Criteria for Fixed
Equipment	Freestanding, not bolted or embedded	Permanently affixed or integrated into walls
Furniture	Easily removable without damage	Built-in, wall-mounted
Electrical Items	Plug-and-play devices	Hardwired into building systems

Any items not listed shall be jointly reviewed and classified prior to or at the time of installation. This classification shall be binding for all purposes under this Agreement, including asset ownership and removal obligations.

- 4.4.1. Lessee hereby agrees and acknowledges that any and all alterations and modifications including structural additions / modifications / expansion work made and/or to be made by Lessee at the Project Asset shall become part of the Project Asset and for the purposes of this Agreement, any reference to the Project Asset, shall on and from the date of such alterations / modifications / additions / expansion shall deem to include such additions / modifications etc. to the Project Asset. Further, at the expiry of the Lease Period or early termination of this Agreement, the Project Asset shall be surrendered by Lessee to the Client along with such additions / modifications / expansion etc., and such additions /

modifications / expansion etc. shall not make any right in favor of Lessee at any time during or after the Lease Period.

#### **4.5. Operation and Maintenance**

- a) Lessee shall operate, manage and maintain the Project Asset at least as a 3-star classified hotel as per the classification for Hotels and Resorts prescribed by Ministry of Civil Aviation and Tourism, Bangladesh and at their option operate, manage and maintain the Additional Facilities until the Project Asset / Project Facilities are handed back to the Client in accordance with the provisions of this Agreement.
- b) Lessee shall ensure that, barring a Force Majeure Event, at least 50% of the resort facilities are operational and available for booking at all times.
- c) Lessee shall be responsible for timely payment of any license renewal fee, electricity, water, gas, VAT, and IT expenses necessary for the proper operation of the establishment. These payments must be made in the name of the Client, and proof of payment must be submitted to the first party within the specified time frame. Lessee will be held accountable for any discrepancies or tampering with the bills. However, these bills will be periodically reviewed by a representative of the Client.
- d) After signing the agreement, the management operator will have to complete an inventory of the leased facilities/assets under the joint management of both parties in order to present the facilities/assets on site. After the joint signature of the representatives of both parties on the copy of the inventory, both parties will keep one set of copies in their own collection.
- e) Lessee shall carry out advertising and marketing for the Project and provide all related services to the guests of the resort as per the standards detailed in this Agreement. This includes all Front Office management, Room services, Housekeeping, Repair and Maintenance services, Food and Beverage services and any other related services including but not limited to transport and logistics, travel desk, banquets, indoor games, outdoor recreation, spa, business hall, health club, room service, swimming pool, etc.
- f) **Branding:** The Project shall be co-branded as a project of Bangladesh Bridge Authority (BBA) and Lessee on all correspondence, documents, advertisements, and promotional materials related to the Project. All the letters of the name/s of the resort/Service Area as referred above shall be written/ presented/ displayed in fonts of equal size. Any changes to the branding of the property shall be done only with the written consent of the Client.
- g) Lessee shall ensure that the management of the Project Asset does not cause any damage or deterioration to the Project Asset.
- h) Lessee shall be fully responsible for providing all facilities, equipment/machinery, services for developing and running the created facilities on the specified Project Asset.
- i) Lessee shall be responsible for ensuring that its employees are properly trained for their respective roles and that all statutory employment requirements are met. Lessee will manage the activities of its personnel and will be held accountable for any misconduct. The cost of establishment of the office and its day-to-day management will have to be borne by the Lessee.
- j) Lessee shall not create any nuisance or disturbance or pollute the surroundings and other properties adjunct to the Project Asset.
- k) Lessee shall strictly follow the safety code and also the instructions issued by the authorities in this behalf. Lessee shall be responsible for the safety of his workmen, guests, occupant, etc., and shall be liable for prosecution in case of any accident, injury, death, etc., and the Client shall not

assume any liability whatsoever in this behalf.

- l) All operations of the Project Asset shall be carried out in accordance with Good Industry Practices. Upon completion of Mandatory and/or Additional Facilities, Lessee shall promptly remove all temporary structures, construction waste, kilns, vats, tanks, and any material used in connection with such work. The Project Site shall be restored to a clean and safe condition immediately after completion.
- m) Lessee shall employ eco-friendly best practices for management of Project Asset in order to avoid adverse environmental impact.
- n) Lessee shall ensure that Lessee Personnel should not have at any stage any claim for employment to the Client.
- o) Lessee shall during the Lease Period, install suitable mechanisms to capture moving images (“Video Information”) of Hotel Guests/ Lessee Personal at entry point/s in the Hotel Property. Video Information shall be preserved by Lessee on suitable storage media. The Video Information for each day shall be stored for at least for a period of 21 days.
- p) Notwithstanding anything contained elsewhere in this Agreement, Lessee shall on receipt of the Precautionary Notice, adhere to the measures provided in Schedule 6.
- q) Lessee shall, at least a week before the appointment/ re-appointment of any agency for gatekeeping / security of the Project Asset / Project Facilities, duly inform Client, details of such agency. The client shall within one (1) week of receipt of such notice from Lessee, provide any suggestions / observations to the same, which shall be duly followed by the Lessee. In the event, no such suggestions / observations are received by Lessee within the said period, the agency proposed shall be deemed to have been approved by the Client.
- r) Lessee shall operate the Service Area facilities as per industry standards. Lessee shall allocate required professional skilled personnel and technical resources for operating and managing the Project Assets / Project Facilities throughout the Lease Period.
- s) Lessee shall not indulge in any nefarious activity while operating and managing the Project Assets / Project Facilities.
- t) Lessee shall ensure clearance of all rubbish and waste generated from the Service Area/ resort and ensure safe, quick and scientific disposal of all such materials and will also coordinate with concerned civic agencies for responsible disposal of garbage outside the Service Area facilities premises.
- u) Provisions of the Food Safety Act of 2013, and any law relating to hygiene/ and quality shall be binding and complied with during the Lease Period.
- v) Lessee is entitled to set the tariff terms for the facility and services and also entitled to change such rate whenever it deems fit. However, at the end of each year, Lessee will provide a detailed breakup of the Annual Revenue.
- w) Take all reasonable precautions for the prevention of accidents on or about the facility and provide all reasonable assistance and emergency medical aid to accident victims.
- x) Any movable assets like Furniture and/or other electro-mechanical equipment, as may be identified/specified in article 4.4.i, shall be brought out from the Service Area only upon the permission of the Client’s representative.

- y) The land and facilities provided to the management operator cannot be sublet, leased, mortgaged or transferred to any third party during the contract period. The facilities provided to the management operator cannot be mortgaged to any financial institution. If any complaint is received in this regard, the contract will be cancelled along with the forfeiture of performance security.
- z) No political or anti-social activities shall be allowed. The center shall not be leased out / rented for any function / gathering / meeting ritual that will hurt the religions feelings of the majority Muslims population of Bangladesh or any other minority community of Bangladesh.
- aa) Heavy truck/lorry/equipment that may cause any damage to the internal road or premises should not be allowed to enter into the center.
- bb) Lessee shall comply with all roles, responsibilities, and obligations of Lessee as per Schedule 8. The roles, responsibilities and obligations of the Hotel Operator as per Schedule 8 shall be applicable for the Lessee.

**4.5.1 Facilities for Client:**

- x) Lessee shall provide 01 (One) Bungalow and 02 (Two) units of the Motel Mess either on a complimentary basis or at a minimal charge, based on mutual negotiation between Lessee and the Client. The Client must inform Lessee at least 24 hours in advance to make these facilities available for the guests identified by the Client.
- xi) Events organized at the conference center by employees of the Bangladesh Bridge Authority (BBA) shall be accommodated either on a complimentary basis or at a minimal charge, based on mutual negotiation between the Lessee and the Client or BBA, subject to prior request at least 07 (Seven) days before and official approval.
- xii) Lessee shall grant access to the Service Area facilities to any person from the Bangladesh Bridge Authority (BBA) or any other individual authorized by the Client.
- xiii) It is noted that VIP Bungalows (Karnaphuli), Bungalows-23, Bungalows-24 and 4 units of the Motel Mess (Building-4C) are excluded from lease agreements. These facilities will remain under the direct management of the Bangladesh Bridge Authority (BBA) as part of the Operation and Maintenance (O&M) works for the Karnaphuli Tunnel. In addition, complementary access to selected recreational and support facilities- including the swimming pool, indoor/outdoor games area, and gymnasium will be made available to the Client at time.

#### **4.6. Insurance**

- a. Lessee shall, at its sole cost and expense, obtain and maintain during the Lease Period, all insurance policies in such maximum amounts as required under Applicable Laws and as deemed necessary or prudent in accordance with Good Industry Practices. Lessee shall maintain a detailed insurance register, recording all premiums paid for insurance related to the Project Asset and/or Project Facilities. Certified copies of such records, including proof of premium payments and insurance certificates, shall be submitted to the Client within fourteen (14) days of any written request.
- b. Lessee shall, at its own cost and expense, obtain and keep in force, during the entire Lease Period, a policy of comprehensive general liability insurance with broad form endorsement, including personal injury liability, contractual liability, products and completed operations liability and liquor liability (if applicable), insuring the Client and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Project Assets / Project Facilities. The insurance cover would be obtained against all insurable risks, which will, inter alia, include builder's "all risk" (including third party liability), fire, damage and natural calamities, riots, civil commotion, war risks and all other "force majeure" risks and in addition to the normal insurance cover, will cover the standing charges and loss of profit in the event of any stoppage of business for any reason.
- c. Lessee shall provide the Client with notice of loss or damage to property within 48 (forty- eight) hours after such loss or damage occurs. The limit of any insurance which Lessee is required to provide pursuant to this Article 4.7 shall not limit the liability of Lessee hereunder.
- d. All policies taken by Lessee shall be taken from reputed insurance companies, acceptable to the Client beforehand in writing.
- e. Lessee shall maintain in full force and effect on all trade fixtures, machinery and equipment, stock and inventory, improvements and betterments, a policy of all risk/ special form property insurance and covering the full replacement value of such property in an amount adequate to avoid co-insurance. During the Lease Period, proceeds from any such policy of insurance shall be used for the repair and/or replacement of the fixtures, equipment and other property so insured.
- f. Lessee shall ensure that the Client is named as a loss payee in all the insurance policies obtained by Lessee in relation to the Project and it shall, within thirty (30) days of obtaining the insurance referred to in this Clause, provide a certified true copy of it to the Client for its records and information.
- g. All insurance obtained by Lessee in accordance with this Article shall be maintained by insurers on terms consistent with Good Industry Practice. Lessee shall furnish to Client, notarized true copies of the certificate(s) of insurance, copies of insurance policies and Premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration.
- h. If Lessee fails to effect and keep in force all insurances for which it is responsible pursuant hereto, entire responsibility shall be that of Lessee in case of any consequence.
- i. The proceeds from all insurance claims, except life and injury, shall be credited to the Lessee's designated account, provided that such proceeds shall be used exclusively for the repair, reconstruction, reinstatement, replacement, or improvement of the Project Asset or Project Facilities. Client approval shall be obtained prior to disbursing proceeds for any such purpose.

#### **4.7 Project Specific Account**

##### **a. Opening of Project Specific Account**

Lessee shall before the Appointed Date open and establish a Project Specific Account with an appropriate Bank / financial institution and inform the Client about the particulars of the said account.

##### **b. Deposits into Project Specific Account**

Lessee shall deposit or cause to be deposited the following inflows and receipts into the Project Specific Account.

- i. all monies received in relation to the Project from any source, including the lenders, lenders of subordinated debt and the Client;
- ii. all and any revenues from or in respect of the Project, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and
- iii. all payments by the Client, after deduction of any outstanding payments.
- iv. any other revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project; and
- v. all proceeds received pursuant to any insurance claims.

##### **c. Withdrawals during the Lease Period**

- i. Lessee shall ensure that deposits in the Project Specific Account shall be appropriated in the following order:
  - a. all taxes due and payable by Lessee for and in respect of the Project.
  - b. Lease Payment, indemnity claims and other payment due and payable to the Client as per this Agreement;
  - c. expenses towards operation and maintenance and other costs, interest, debt payments and other payments related to the Project.
  - d. Any other costs and expenses incurred by the Client in accordance with the provisions of this Agreement, and certified by the Client as due and payable to it;
  - e. all payments, interests and damages certified by the Client as due and payable to it by Lessee and;
  - f. balance, if any, in accordance with the instructions of the Lessee.
- ii. Lessee shall not in any manner modify the order of payment specified in preceding sub-article 4.7.c.i, except with the prior written approval of the Client.

##### **d. Withdrawals upon Termination**

- i. Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Project Specific Account shall, upon Termination, be appropriated in the following order:
  - a. all taxes due and payable by Lessee for and in respect of the Project;
  - b. all and any part of the Lease Payment due and payable to the Client, whether or not disputed;
  - c. all payments and damages certified by the Client as due and payable to it by the Lessee;

- d. retention and payments arising out of, or in relation to, liability for defects and deficiencies of the Lessee;
  - e. incurred or accrued O&M Expenses;
  - f. any other payments required to be made under this Agreement; and
  - g. balance, if any, in accordance with the instructions of the Lessee.
- ii. Lessee shall not in any manner modify the order of payment specified in preceding sub-article 4.7.d.i., except with the prior written approval of the Client

**e. Bank Statement**

Lessee shall submit the half-yearly bank statement of the Project Specific Account duly certified by the Bank to the Client every 6 (six) months.

#### **4.8 Book of Accounts**

**a. Audited Accounts**

Lessee shall maintain separate books of accounts with respect to the Project in compliance with generally applicable accounting principles in Bangladesh, which books of accounts shall be duly audited by a statutory auditor in accordance with the requirements of Applicable Law. Copies of such books of accounts shall be provided to the Client upon written request from the Client and shall also be available for audit as and when required.

Lessee shall keep and maintain all necessary statutory records and financial books of accounts to prepare a true, accurate and regular account of the Annual Revenue and obtain the necessary certificate from the Statutory Auditor.

**b. Appointment of Auditors**

Lessee shall appoint and have during the subsistence of this Lease Agreement as its statutory auditors, a firm chosen by it from reputable firms of chartered accountants as deemed suitable by the Client. All fees and expenses of the statutory auditors shall be borne by the Lessee.

Notwithstanding anything to the contrary contained in this Agreement, the Client shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the “Additional Auditors”) and verify all those matters, expenses, costs, realizations and things which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

#### **4.9 Performance Report**

**a. Quarterly Performance Report:**

- i. Lessee shall submit a Quarterly Performance Report to the Client giving details of room occupancy, F&B revenues, usage of facilities and activities, maintenance issues, customer complaints, safety incidents, marketing outcomes, and other parameters as may be agreed by the Parties. The content of the Quarterly Performance Report shall be defined by mutual agreement between the Client and the Lessee.
- ii. The Quarterly Report shall be submitted within 15 days of the completion of a quarter during each calendar year during the Lease period. The report shall be certified by Lessee’s auditor.
- iii. Lessee shall discuss the performance of the Service Area facilities with the Client and advise them for approval of the submitted Quarterly Performance Report.

**b. Annual Performance Report:**

- i. Lessee shall submit a Annual Performance Report to the Client giving details of room occupancy, F&B sales, usage of offered activities and facilities, etc. The content of the Annual Performance Report shall be defined by mutual agreement between the Client and the Lessee. The indicative contents of the Annual Performance Report may be as follows –
  - **Financial Performance:** Comprehensive financial overview including revenue generated, operational costs and profits
  - **Occupancy Rates:** Overview of the occupancy rates throughout the year, highlighting the peak periods and areas for improvement
  - **Customer Satisfaction:** Overview of customer feedback through surveys, reviews, and other feedback mechanisms to gauge the overall guest experience
  - **Marketing Efficiency:** Effectiveness of marketing strategies including campaigns and partnerships as well as success rates among various target segments
  - **Innovation and Differentiators:** Highlight strategies that set apart the Service Area in the market
  - **Operational Efficiency:** Overview of measures taken to enhance operational efficiency, productivity, and technology solutions
  - **Maintenance and Upgradation Progress:** Updates on the progress of repairs, upgrades, and additional constructions, showing adherence to agreed-upon timelines
  - **Community Engagement:** Report on the community engagement initiatives and contributions to the local community's socio-economic development
  - **Sustainability and Responsible Tourism:** Outline the eco-friendly practices and sustainability initiatives implemented.
  - **Compliance and Legal Matters:** Details on compliance with legal and regulatory requirements, ensuring the Lessee's adherence to all Applicable Laws and maintaining of all Applicable Permits
  - **Risk Management:** Summarize any risks encountered during the year, along with the effectiveness of implemented contingency plans
- ii. The Annual Report shall be submitted within 45 (forty-five) days of the completion of each financial year during the Lease period. The report shall be certified by Lessee's auditor.
- iii. Lessee shall discuss the performance of the Service Area facilities with the Client and advise them for approval of the submitted Annual Performance Report.

#### **4.10 General Obligations**

Lessee shall at its own cost and expense:

- a) investigate, study, design, refurbish, operate and maintain the Project Asset / Project Facilities strictly in accordance with the terms of this Agreement and Good Industry Practice, at its own cost and risk;
- b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Lease Period.
- c) throughout performance of this Agreement, comply with all laws, rules, regulations and statutory requirements of Government of Bangladesh, State Government and other Statutory bodies as far as such bodies have jurisdiction over the business or affairs of the Lessee.
- d) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, Leases, agreements and permissions for materials, methods, processes, and systems used in or incorporated into the Project;
- e) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labor laws and solely liable for all possible claims and employment-related liabilities of its staff employed in relation with the Project and hereby indemnifies the Client against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Client be treated as employer in this regard;
- f) make its own arrangements for appliances, equipment, materials, machinery and other supplies to operate and maintain the Project Asset, and in doing so, shall observe and fulfil the environmental and other requirements under Applicable Laws and shall obtain Applicable Permits for the purpose.
- g) be responsible for all the health, security, environment and safety aspects of the Project at all times during the Lease Period.
- h) ensure that the Project Asset / Project Facilities remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- i) Upon receipt of a request thereof, afford access to the Project Asset / Project Facilities to the authorized representatives of the Client for the purpose of ascertaining compliance with the terms, covenants, and conditions of this Agreement.
- j) pay all taxes, duties and outgoings, including utility charges relating to the Project Asset / Project Facilities within the stipulated timelines of the agency concerned.
- k) make available for inspection to the Client, the Special Auditor or any agent appointed by the Client, all records, books of account, statements and any other additional information or explanation, related to the Project, for ascertaining the Annual Revenue and Deductions.
- l) ensure that documentary evidence from appropriate collecting authority are available for the purpose of calculation of goods and services tax or any other taxes and cess for the purpose of calculation of Deductions.

- m) maintain the Project Asset in a tidy and orderly manner; Carryout regular maintenance and repair of building, equipment, etc.
- n) Lessee shall not claim in its own name on the plea of having effect any improvements/ modifications upon the Project Asset or upon the facilities. All facilities, including Additional Facilities created in the Project Asset, are deemed to have been created under the Lease hereby granted.
- o) Except as provided under this agreement, Lessee shall not, at any time, assign, mortgage, charge, grant sub-Leases or otherwise deal with possession or control of the Lease hereby granted.
- p) Non-awareness of rules and regulations including any Applicable Laws shall not absolve the Client of any of their responsibilities towards the Project.
- q) Lessee shall maintain a high level of professional ethics and will not act in any manner which is detrimental to the Client's interests and maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- r) Lessee will adopt fair business practices, provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

## **Article 5. Client's Obligations**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Client shall have the following obligations:

### **5.1. Specific Obligations**

- a) the Client shall grant in a timely manner all such approvals, permissions and authorization which Lessee may require or is obliged to seek from the Client under this Agreement, in connection with operation of the Hotel and the performance of its obligations. Provided, where authorization for availability of utilities such as power, water, sewerage, telecommunications, or any other incidental services/ utilities is required, the same shall be provided by the Client in the form as set out in Schedule 5.
- b) The Client shall respond in writing within a period of 60 (sixty) days from the date of receipt of a Modification Proposal, as specified under Article 4.4, communicating its decision on such Modification Proposal.
- c) In case, the Client does not respond within 60 (sixty) days, as aforesaid, then such Modification Proposal would be deemed to have not been approved by the Client.
- d) In the event that the Client does not approve a Modification Proposal or any part thereof, the Client shall, as part of its written response, clearly describe the reasons for such non-approval. In case Lessee is not satisfied with the response of the Client, Lessee shall have remedy under Article 10 of this Agreement.
- e) The Client shall feature the Service Area facilities on the list of properties displayed on the BBA website. If any of the guests show interest in booking rooms at the Service Area facilities, the guests shall be redirected to the booking portal of Lessee upon clicking on the room booking link on the BBA website. For providing this facility, Lessee shall have an online booking portal / facility. BBA shall coordinate with the Department of Civil Aviation & Tourism, Bangladesh to extend a similar service through the website and mobile app of Department of Civil Aviation & Tourism to facilitate bookings for the Service Area facilities.

The Client shall appoint a representative from amongst their managerial staff to oversee that the Service Area facilities is being run in a proper manner as per the terms and conditions of the tender and the Agreement. The appointed representative shall carry out a quarterly compliance review and report the same to the Client Head Office.

- f) The Client may appoint a representative from its managerial staff and / or an audit firm as Additional Auditor to review and verify all those matters, expenses, costs, realizations and things which statutory auditors are required to do, undertake or certify pursuant to this Agreement. This includes the conduct of quarterly / annual audit of the Gross Revenues and certification of the Gross Revenues accrued from the Project for each quarter / year. Lessee shall extend their complete support to the Client's appointees in this regard.

## **5.2. Property Tax**

The Client (Bangladesh Bridge Authority or Land Owner) shall make the payment to the local authorities with respect to Property Tax of Service Area facilities.

## **5.3. Operations and Management**

- a) The Client shall at all times during the period of this Agreement make available to the Lessee, provide, free of any fees / charges, entry to the Project Asset for use by the Lessee, hotel guests and Lessee Personnel. In case of any change in such entry, the Client shall duly notify the same to the Lessee.
- b) Lessee may permit entry to hotel visitors/guests and Lessee Personnel through the identified entry.
- c) At any time during the period of this Agreement, if Client is of the opinion that, certain measures as set-out in Schedule 6 would need to be observed, the Client may issue a Precautionary Notice to the Lessee. The Precautionary Notice shall specifically contain the period for which compliance to Schedule 6 is necessary.

## **5.4. General Obligations**

The Client shall:

- a) where appropriate provide necessary assistance to Lessee in securing Applicable Permits;
- b) Observe and comply with all its other obligations set forth in this Agreement.

## Article 6. Lease Payment

### 6.1 Lessee's Obligations

- b) Subject to the provisions of this Agreement and in consideration of Lessee having been granted the Lease pursuant to this Agreement, Lessee agrees and undertakes to pay to the Client, Lease Payment comprising the following:

Fixed payment to be made on or before the Due Date as set out in **Schedule 3** ("Lease Money/Minimum Guaranteed Annual Payment"); and

Lessee shall adhere to the Due Dates as set out in Schedule 3 for the payment of Lease Payment to the Client and need not wait for invoices to be issued by the Client for the Lease Payment.

- c) The Lease Money/Minimum Guaranteed Annual Payment for each year shall be made in four equal instalments every 3 months as per Schedule 3 of the Lease Agreement.
- d) Payment for the first instalment of the Lease Money/Minimum Guaranteed Annual Payment for Year 1 shall be made by Lessee on the Appointed Date, i.e., prior to the commencement of operation of the Project Asset / Project Facilities as detailed in Schedule 3 of the Lease Agreement.
- e) At the time of making the Lease Payment specified in sub-clause 6.1(a) above, Lessee shall submit to BBA, a copy of the audited and Board-approved financial statement, certified by the Statutory Auditor, with details of Gross Revenue and Net Revenue, prepared by Lessee's Statutory Auditor and duly approved by the Board of Directors of Lessee.
- f) Any delay in making any Lease Payment as per Schedule 3 shall, without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at 12% per annum from the relevant Due Date till the date of payment/ realization.
- g) Lessee shall not be entitled to reduce or make any deductions in the Lease Payments for any reasons whatsoever, including but not limited to operational losses, force majeure, or any set-offs.
- h) If additional Facilities/rooms are created under the Project by the Lessee, the Lease Payment shall be increased accordingly on a pro-rata basis.
- i) Reconciliation of payments, if applicable, shall be done after the audited financial statements are submitted to BBA for the year.

### 6.2. Mode of Payment

The Lease Payment shall be made in favor of "*Bangladesh Bridge Authority*" by way of A/c Payee cheque / demand draft or by RTGS / BEFTN, payable at Dhaka and shall be sent sufficiently in advance so as to allow for realization / encashment thereof on or before Due Date.

### **6.3. Penalty for Delay in Payment:**

- i. In the event that the Lessee fails to make any payment due under this Agreement within the stipulated due date, a penalty shall be levied at the rate of **1% per month** (calculated pro rata on a daily basis) on the outstanding amount, commencing from the due date until the date full payment is received.
- ii. The imposition of this penalty shall be without prejudice to the Lessor's other rights and remedies available under this Agreement or applicable law, including the right to suspend services or terminate the Agreement in case of continued default.
- iii. Any part payments received from the Lessee shall first be applied toward any accrued penalties and then to the principal amount due.

### **6.4. Reconciliation of Lease Payment**

- a) The Lessee shall be responsible for managing and operating the Service Area facilities and may generate revenue or profits from such operations, subject to the terms and conditions of this Agreement. Notwithstanding the Lessee's operational control, all such activities shall be conducted for the mutual benefit of both parties. Lessor retains the right to audit financial records related to the Service Area operations and may, at its sole discretion, require the Lessee to remit a percentage of gross revenue or net profit, as consideration of the commercial use of Lessor's property. The Lessee shall not assign or sublicense its rights under this clause without the prior written consent of the Lessor. Any revenues or profits derived without proper authorization or in breach of this Agreement shall be subject to forfeiture to the Lessor.
- b) BBA will not be liable for any loss incurred by the Management Operator/Lessee. The Operator will have to bear the loss incurred due to any natural or artificial reason (disaster or pandemic). Therefore, the Operator will not have the authority to claim any concession/waiver from the lease money to BBA on any grounds.
- c) **Construction of New Facilities and Rental Terms:** Upon approval, the agreed rental amount for the newly constructed facilities shall be incorporated into the existing quarterly lease payment schedule. The Lessee shall make such payments concurrently with the quarterly minimum annual Guaranteed payment/lease payments for the remainder of the lease term, unless otherwise agreed in writing by the Parties in accordance with Article 4.4.c.

## Article 7. Force Majeure

### 7.1. Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby (“Affected Party”) and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event.

- a) Earthquake, flood, inundation, and landslide;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) fire caused by reasons not attributable to Lessee or any of the employees, Contractors or agents appointed by Lessee for purposes of the Project;
- d) acts of terrorism.
- e) strikes, riots, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Lessee;
- f) action of a Government Agency having Material Adverse Effect including but not limited to,
  - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Asset or any part thereof or of Lessee’s rights in relation to the Project Asset;
  - ii. any judgment or order of a court of competent jurisdiction or statutory authority in Bangladesh made against Lessee in any proceedings which is non-collusive and duly prosecuted by the Lessee, and
  - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Lessee’s breach or failure in complying with the Project Facilities, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract / agreement by which Lessee may be bound;
  - iv. orders such as complete lockdown that prevents the Affected Party from performing or discharging all of its obligations under this Agreement.
- g) early determination of this Agreement by the Client for reasons of security of the project asset, national emergency, national security or the national interest;
- h) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, toxic radioactive explosion, volcanic eruptions.

### 7.2. Obligations of the Parties

- a) As soon as practicable and in any case within 15 (Fifteen) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:
  - i. the nature and the extent of the force majeure event;
  - ii. the estimated Force Majeure Period;
  - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
  - iv. the measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

- v. any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.
- b) As soon as practicable and in any case within 10 (ten) days of notification by the Affected Party in accordance with the preceding sub-article 7.2 (a), the Parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Asset in order to:
  - i. assess the impact of the underlying Force Majeure Event,
  - ii. to determine the likely duration of Force Majeure Period and,
  - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- c) The Affected Party shall during the Force Majeure Period provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding sub-article (b) as also any information, details or document, which the Parties may reasonably require.

### **7.3. Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) due notice of the Force Majeure Event has been given as required by the preceding Sub-article 7.2;
- b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party, a written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- f) any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or reinstate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice and shall not be distributed as profits, dividends or otherwise until such restoration is complete.

#### **7.4. Termination due to Force Majeure Event**

##### **a) Termination**

- i. If a Force Majeure Event, is an event described under Sub-articles 7.1(a) to 7.1(e) continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall upon providing prior written notice to the other Party and after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
- ii. If the Force Majeure Event is an event described in 7.1 (f), 7.1 (g) or 7.1 (h) and Lessee having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, Lessee shall be entitled to terminate this Agreement.  
Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 7.1 (f), 7.1 (g) or 7.1 (h) subsists or is likely to subsist for a period exceeding 180 days.  
Provided further, The Client may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Sub-articles 7.1(f), 7.1(g) or 7.1(h).

##### **b) Termination Notice**

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding sub-article (a)(i) or (a)(ii), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Force Majeure Event;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

##### **c) Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- i. the Termination Payment, if any, payable by The Client in accordance with the following sub-article (d) is paid to Lessee on the Termination Date and
- ii. the Project Asset is handed back to The Client by Lessee on the Termination Date free from all Encumbrance along with relevant records, documents, operational data, and keys necessary to resume operation.

**d) Termination Payment**

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to Lessee by the Client in accordance with the following:

- i. If Termination is due to a Force Majeure Event, described under Sub-articles 7.1(a) to 7.1(e), no Termination Payment shall be made by the Client to Lessee but, Lessee shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.
- ii. If Termination is due to the occurrence of any event described under Sub- articles 7.1(f) or 7.1(g), the Client shall pay to Lessee Termination Payment equal to 100% of the Book Value as on Termination Date.

Provided, the Client shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Client from Lessee as on the Termination Date.

- iii. If Termination is due to the occurrence of any event described under Sub-article 7.1 (h), the Client shall pay to the Lessee, Termination payment equal to 70% of the Book Value.

Provided the Client shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Client from Lessee as on the Termination Date.

**"Book Value"** typically refers to the value of an asset (owned by the Lessee), such as property, equipment, or other leased items, as recorded in the financial books of the lessee. This value is generally determined based on the original cost of the asset minus any accumulated depreciation or amortization up until the point of termination.

**7.5. Liability for other losses, damage etc.**

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event except to the extent such losses result from that Party's willful misconduct, gross negligence, or failure to mitigate damages in accordance with this Agreement.

## **Article 8. Events of Default and Termination**

### **8.1. Events of Default**

Event of Default means either Lessee Event of Default or Client Event of Default or both as the context may admit or require.

#### **a) Lessee Event of Default**

Any of the following events shall constitute an event of default by Lessee ("Lessee Event of Default") unless such an event has occurred as a result of a Force Majeure Event or Client Event of Default or any governmental action for reasons other than any breach, default or lapse on the part of the Lessee:

- i. Lessee has failed to commence operations of the Project Asset / Project Facilities before the expiry of 60 (sixty) days from the Appointed Date;
- ii. Lessee has failed to make any Lease Payment on Due Date thereof and more than 30 days have elapsed since such default;
- iii. Lessee has failed to submit or provide information on the Annual Revenue as required under the provisions of this Agreement;
- iv. The Project Asset ceases to have facilities equivalent to at least a 3-Star classified hotel and Lessee has failed to remedy the same for more than 12 (twelve) months despite receiving written notice from the Client and a reasonable opportunity to cure;
- v. Subsequent to receipt of Precautionary Notice, If Lessee fails to observe measures indicated in Schedule 6 and a period of 15 days has expired from the date of receipt of such notice by the Lessee.
- vi. Lessee has not submitted the Handback Guarantee as hereinafter defined in accordance with Article 9.2(b) and has subsequently failed to remedy the same within a further period of 30 days;
- vii. Lessee is in Material Breach of any of its other obligations under this Agreement, and the same has not been remedied for more than 60 days following written notice from the Client specifying the breach and the remedy required;
- viii. Any representation made or warranty given by Lessee under this Agreement is found to be false or misleading;
- ix. A resolution for voluntary winding up has been passed by the shareholders of the Lessee;
- x. Any petition for winding up of Lessee has been admitted, and liquidator or provisional liquidator has been appointed or Lessee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Client, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of Lessee under this Agreement.
- xi. A default has occurred under any of the Financing Documents, and any of the Lenders has recalled its financial assistance in a manner that materially affects the Lessee's ability to perform its obligations under this Agreement and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- xii. Lessee has abandoned the Project Asset / Project Facilities;
- xiii. Lessee has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- xiv. Lessee has suffered an attachment levied on any of its assets which has caused or is likely to cause an Adverse Material Effect on the Project, and such attachment has continued for a

period exceeding 90 days.

- xv. If the Lessee, in the judgment of the Client, based on reasonable evidence, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- xvi. For the purpose of this clause:

“*Corrupt practice*” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“*Fraudulent practice*” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client and includes collusive practice among Operators (prior to or after submission of Tenders) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- xvii. Lessee has failed to furnish the Handback Guarantee on Due Date thereof and more than 30 days have elapsed since such default.

**b) Client Event of Default**

Any of the following events shall constitute an event of default by Client ("Client Event of Default"), when not caused by a Lessee Event of Default:

- i. The Client is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 90 (Ninety) days of receipt of notice thereof issued by the Lessee specifying the nature of the breach and the remedy required;
- ii. The Client has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iii. Any representation made or warranties given by the Client under this Agreement has been found to be false or misleading.

**8.2. Termination due to Event of Default**

**a) Termination for Lessee Event of Default**

- i. Without prejudice to any other right or remedy which the Client may have in respect thereof under this Agreement, upon the occurrence of a Lessee Event of Default, the Client may terminate this Agreement in the manner as set out under Article 8.2(a)(ii) and Article 8.2(a)(iii).
- ii. If the Client decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Lessee. Within thirty (30) days of receipt of the Preliminary Notice, Lessee shall submit to the Client in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “Lessee's Tender to Rectify”). In case of non-submission of the Lessee's Tender to Rectify within the said period of 30 days, or if the submission does not reasonably propose a viable remedy in the opinion of the Client. the Client shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.

If the Lessee's Tender to Rectify is submitted within the period stipulated therefore, Lessee shall have further period of 30 days from the date of approval of the Lessee's Tender to remedy/ cure the underlying Event of Default. If, however, Lessee fails to remedy/ cure the underlying Event of Default within such further period allowed, the Client shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security if subsisting.

**b) Termination for Client Event of Default**

- i. Without prejudice to any other right or remedy which Lessee may have in respect thereof under this Agreement, upon the occurrence of Client Event of Default, Lessee shall be entitled to terminate this Agreement by issuing Termination Notice.
- ii. If Lessee decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to the Client. Within 30 days of receipt of Preliminary Notice, the Client shall forward to Lessee its Tender to remedy/ cure the underlying Event of Default (the "Client Tender to Rectify"). In case of non- submission of Client Tender to Rectify within the period stipulated therefor, Lessee shall be entitled to terminate this Agreement by issuing Termination Notice.
- iii. If Client Tender to Rectify is forwarded to Lessee within the period stipulated therefor, the Client shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however, the Client fails to remedy/ cure the underlying Event of Default within such further period allowed, Lessee shall be entitled to terminate this Agreement by issuing Termination Notice.

**c) Termination Notice**

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding sub-article (a) or (b), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice provided that this period may be shortened by mutual agreement or in case of urgent public interest;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. any other relevant information.

**d) Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- i. until Termination, the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities,
- ii. the termination payment, if any, payable by the Client in accordance with the following sub-article (f) is paid to Lessee on the Termination Date and
- iii. the Project Asset / Project Facilities are handed over to the Client by Lessee on the Termination Date free from any Encumbrance provided that this period may be shortened by mutual agreement or in case of urgent public interest along with any payment that may be due by Lessee to the Client.

**e) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

f) Termination Payments

Upon Termination of this Agreement on account of Client Event of Default, Lessee shall be entitled to receive from the Client, termination payment equal to 100% of the Book Value of the capital expenditure incurred by Lessee towards the Project Asset / Project Facilities as on Termination Date.

**8.3. Rights of the Client on Termination**

- a) Upon Termination of this Agreement for any reason whatsoever, the Client shall upon making the Termination Payment, if any, to Lessee have the power and authority to:
- i. enter upon and take possession and control of the Project Asset / Project Facilities forthwith;
  - ii. prohibit Lessee and any person claiming through or under Lessee from entering upon/ dealing with the Project Asset;
  - iii. blacklist Lessee from participating in any future empanelment and tender processes of the Client
- b) Notwithstanding anything to the contrary in this Agreement or in any applicable law, rule, or regulation, the Client shall have no obligation or liability whatsoever—whether during the Term, upon Termination, or thereafter—in respect of any person employed, engaged, or otherwise associated with the Lessee in connection with the Project. This includes, without limitation, any claims or obligations related to employment, compensation, severance, benefits, regularization, absorption, reinstatement, or re-employment of such individuals, regardless of the basis on which such claims may be made. The Lessee shall ensure that, upon handback of the Project Assets/Project Facilities, the same shall be delivered to the Client free and clear of any encumbrances, liens, or employment-related obligations. The Lessee shall indemnify and hold harmless the Client from and against any and all claims, actions, damages, losses, or expenses arising out of or in connection with any such employment matters.

**8.4. Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights claims in arbitration or litigation, indemnities, confidentiality obligations, and any surviving provisions by their nature or express wording of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**8.5. Lender's Step-in Rights**

- a) Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that:
- i. upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or
  - ii. upon a Termination Notice being issued by the Client,

the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to the Client the substitution of Lessee by another suitable hotel operating company (“Proposed Lessee”). Any such Tender shall contain in sufficient detail all the relevant information about the Proposed Lessee and the terms and conditions of the substitution.

Upon receipt of the Lenders’ Tender pursuant to the preceding sub-article (a), the Client shall at its discretion have the right to accept the substitution of Lessee on such terms and conditions as it may deem fit.

Provided that any such substitution shall,

- iii. be on terms and conditions of the Lease which are not less favorable to the Client than those prevailing at the time of substitution, and
  - iv. be for the remaining period of Lease only.
- b) In the event of substitution as aforesaid, all the rights, privileges and the benefits of Lessee shall be deemed to have been transferred to and vested in the Proposed Lessee subject to prior execution of substitution documentation and compliance with applicable laws, and the Client and the Proposed Lessee shall take such steps and enter into such documents as may be necessary to give effect to the substitution.
- c) Upon the Substitution of Lessee becoming effective as aforesaid, Lessee shall hand back the Project Facilities to the Client or upon instruction of the Client to the Proposed Lessee, and for the purpose of giving effect to this provision, the Client shall have all such rights as are provided in Article 8.3
- d) In case of severe technical non-performance, the Client could have the right to appoint an interim operator, with costs charged to the Lessee.
- e) Asset Condition Audits: Mid-term and end-of-lease audits to ensure the Lessee doesn’t degrade the property before handback.
- f) Financial penalties for deterioration beyond normal wear and tear.

## **Article 9. Handback of Project Asset / Project Facilities**

### **9.1. Ownership**

Without prejudice and subject to the Lease, the Project Asset and the Project Facilities, including all improvements made therein by the Lessee, shall at all times belong to the Bangladesh Bridge Authority (BBA).

Provided that the movable assets added to the Project Facilities by Lessee shall be the property of Lessee and Lessee shall be entitled to retain and evacuate such movable assets from the Project Asset.

### **9.2. Lessee's Obligations**

- a) Upon the expiry of the Lease Period by efflux of time and in the normal course, Lessee shall on the Expiry Date, hand back vacant and peaceful possession of Project Asset / Project Facilities to the Client free of cost and in good operable condition and in compliance with the specifications in the Asset Handback Manual.
- b) At least 12 months prior to the Expiry Date, Lessee shall, for due performance of its obligations relating to handback of Project Asset and Project Facilities, submit to the Client a bank guarantee, in the form as set forth in Schedule 7 ("Handback Guarantee"), from a scheduled bank acceptable to the Client for a sum equal to the Lease Payment for the twenty-ninth year of the Lease Period. The Handback Guarantee shall be kept valid for a period of 30 (thirty) months.
- c) At least 12 months before the Expiry Date a joint inspection of the Project Asset / Project Facilities shall be undertaken by the Client and Lessee. The Client shall, within 45 days of such an inspection prepare and furnish to Lessee a list of works, if any, to be carried out so as to conform to at least the Mandatory Facilities requirements. Lessee shall promptly undertake and complete such works/jobs at least 3 (three) months prior to the Expiry Date and also ensure that the Project Asset and Project Facilities continue to meet such requirements until the same are handed back to the Client on the Expiry Date.
- d) The Client shall, within 45 days of the joint inspection under Article 9.2(c) prepare and furnish to Lessee a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to the Client along with the Project Asset.
- e) Lessee hereby acknowledges the Client's rights specified in Article 8.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Lessee undertakes to comply with and discharge all such obligations promptly. If Lessee fails to hand back the Service Area facilities to the Client at the end of the Lease Period for any reason whatsoever, Lessee shall be liable to pay to the Client a penalty amount equal to 5 (five) times the total Lease Payment due for the last year (year 29) of the Lease Period. This penalty shall be levied each year with an annual escalation of 10% for which Lessee has failed to hand back the Service Area facilities to the Client.

**9.3. Client's Obligations**

The Client shall, subject to the Client's right to deduct amounts towards:

- a) carrying out works/ jobs listed under Article 9.2 (c), which have not been carried out by the Lessee,
- b) purchase of items, which have not been handed back to the Client along with the Project Asset in terms of Article 9.2 (d), and
- c) any outstanding dues, which may have accrued in respect of the Project during the Lease Period,
- d) duly discharge and release to Lessee the Handback Guarantee within 3 months from the Expiry Date provided that Lessee has fully complied with all handback obligations, and no outstanding disputes or liabilities remain.

## **Article 10. Dispute resolution**

### **10.1. Amicable Resolution**

- a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-article (b) below.
- b) Either Party may require such Dispute to be referred to the Director (Admin), Bangladesh Bridge Authority (BBA) and the Authorized Representative of Lessee for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute and shall record the outcome of such meeting in writing, whether resolved or unresolved.
- c) All such disputes that have not been satisfactorily resolved under sub-article 10.1 b) shall be referred to HOPE, BBA.
- d) All such disputes that have not been satisfactorily resolved under sub-article 10.1 c) it may refer the Dispute to arbitration in accordance with the provisions of Article 10.2 below.

### **10.2. Arbitration**

#### **a) Procedure**

Subject to the provisions of Article 10.1, any Dispute which is not resolved amicably shall be decided by reference to arbitration. Such arbitration shall be held and settled under the provisions of Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and shall be conducted by a tribunal comprising three arbitrators, one appointed by each Party, and the third (presiding) arbitrator appointed jointly by the two arbitrators.

#### **b) Place of Arbitration**

The place of arbitration shall be Dhaka.

#### **c) English Language**

The request for arbitration, the answer to the request, the Terms & Conditions of the Lease, any written submissions, any orders, and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

#### **d) Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force.

#### **e) Performance during Arbitration**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

## **Article 11. Representations and Warranties, Disclaimer**

### **11.1. Representations and Warranties of the Lessee**

Lessee represents and warrants to the Client that:

- a) it is duly organized, validly existing and in good standing under the laws of Bangladesh;
- b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) it has taken all necessary corporations and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery, and performance of this Agreement;
- d) it has the financial standing and capacity to undertake the Project;
- e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) the execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Lessee's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g) there are no actions, suits, proceedings or investigations pending or to the Lessee's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Lessee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) Subject to receipt by Lessee from the Client of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of Lessee in and to the Project Asset / Project Facilities shall pass to and vest in the Client on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of Lessee or the Client;
- k) No representation or warranty by Lessee contained herein or in any other document furnished by it to the Client or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l) No bribes or illegal gratification has been paid or will be paid in cash or kind by or on behalf of Lessee to any person to procure the Lease. Lessee undertakes not to engage in any of the said or similar activities during the currency of the agreement and relative to this Agreement.

- m) Without prejudice to any express provision contained in this Agreement, Lessee acknowledges that prior to the execution of this Agreement, Lessee has after a complete and careful examination made an independent evaluation of the Project Asset, and the information provided by the Client, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Lessee in the course of performance of its obligations hereunder.
- n) Lessee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Client shall not be liable under any legal theory including negligence or misrepresentation for the same in any manner whatsoever to the Lessee.

### **11.2. Representations and Warranties of the Client**

The Client represents and warrants to Lessee that:

- a) The Client has full power and authority to grant the Lease and has obtained all necessary internal, legal, and regulatory approvals required for entering into this Agreement.
- b) The Client has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
- c) This Agreement constitutes the Client's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d) There are no suits or other legal proceedings pending or threatened against the Client in respect of the Project Asset or the Project.
- e) No director or official or employee of the Client shall in any way be personally bound or liable for the acts or obligations of the Client under this agreement or answerable for any default or omission in the observance or performance of any of the act, matters or things or conditions which are herein contained.

### **11.3. Obligation to Notify Change**

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## **Article 12. Miscellaneous**

### **12.1. Variation**

No variation, modification or amendment of any of the terms of this Agreement shall be valid or binding unless in writing and signed by or on behalf of both Parties hereto.

### **12.2. Assignment and Charges**

- a) Lessee shall not assign in favor of any person this Agreement or the rights, benefits, and obligations hereunder save and except with prior consent of the Client.
- b) Lessee shall neither create nor permit to subsist any Encumbrance over the Project Asset / Project Facilities except with prior consent in writing of the Client, which consent the Client shall be entitled to decline without assigning any reason whatsoever.
- c) Restraint set forth in sub-articles (a) and (b) above shall not apply to:
  - i. liens/ encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Lessee:
  - ii. Pledges/ hypothecation of goods/ movable assets, revenue and receivables as security for indebtedness, in favor of the Lenders and working capital providers for the Project.
  - iii. Assignment of Lessee's rights and benefits under this Agreement to or in favor of the Lenders as security for financial assistance provided by them provided that such assignment shall not affect or restrict the Client's rights and shall not impose any additional obligations on the Client.

### **12.3. Interest and Right of Set Off**

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 12% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 12.2 shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

### **12.4. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of Bangladesh. The Courts at Dhaka shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **12.5. Waiver**

- a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
  - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
  - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
  - iii. shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement

- b) In any case, if any right, power, or authority of the Client which shall have become exercisable including the right to revoke the Lease hereby granted but the same is, for any reason not exercised, then non-exercise thereof shall not constitute a waiver of any such right, power, or authority of the Client or the terms and conditions to be complied thereof by Lessee and the Client shall have such right, power or authority exercisable at its discretion, at any time in future, and the liability of Lessee for past and future defaults shall remain unaffected besides other rights and remedies of the Client..

#### **12.6. Survival**

Termination of this agreement

- a) shall not relieve Lessee or the Client of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, including but not limited to confidentiality, indemnity, dispute resolution, and liability for past breaches and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

#### **12.7. Amendments**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing by way of supplementary agreement.

#### **12.8. Notices**

All notices under this Agreement shall be in writing and in the English Language. Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be delivered by hand, sent by registered post or transmitted by cable, telefax or recognized international courier, mail, and delivered or transmitted to the Parties at their respective addresses set forth below:

##### **If to the Client:**

Director (Admin)  
Bangladesh Bridge Authority,  
Bridge Division, Ministry of Road Transport & Bridges  
Setu Bhaban, Banani, Dhaka-1212, Bangladesh

**If to the Lessee:**

\_\_\_\_\_ (Designation)

\_\_\_\_\_ (Name of Lessee)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Phone Number)

\_\_\_\_\_ (Email)

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- a) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- b) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

**12.9. Severability**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

**12.10.No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

**12.11.Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**12.12.Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties

**12.13.Further Assurances**

Each Party agrees and undertakes to do all such acts, deeds, matters and things and to execute all necessary writings, documents, instruments and consents as may be desirable or necessary to give effect to the matters contemplated herein.

**12.14. Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of the CLIENT by:

(Signature)  
(Name) (Designation)

For and on behalf of LESSEE by:

(Signature)  
(Name) (Designation)

In the presence of:

- 1)
  
  
- 2)

- 1)
  
  
- 2)

### Schedule 1A: Details of Service Area facilities

Details of the Service Area such as site plan, As built Drawing, layout plan, details of movable assets etc. may be collected in-person from the Bangladesh Bridge Authority (BBA) office.

<b>Contact Person</b>	Altaf Hossain Sheikh Director (Admin) Bangladesh Bridge Authority
<b>Telephone</b>	9888969
<b>Email</b>	<a href="mailto:altaf6715@gmail.com">altaf6715@gmail.com</a>
<b>Address</b>	Room of Director (Admin) Room No-203, 2 <sup>nd</sup> Floor, Setu Bhaban, Banani, Dhaka-1212

Total area of the Service Area facilities is 72 acres and It includes but not limited to: a VIP Bungalow, Bungalows (30 Nos), Motel Mess (48 Units), one Convention Center, A Resort reception Building with Restaurant, Shop, Food court, Gymnasium, office space and conference facilities, Swimming Pool, Playground, Tennis Court, recreational zone, Amphitheatre, Museum, Generator & Substation Building, Mosque, Health Center, Helipad, Water Treatment plant (02 Nos), walkway, internal roads, landscaping & Grassing, External Boundary & Internal Fencing, Slope Protection works, drainage facilities and other facilities constructed over an area of 72 acres land. The service area is bordered by a sea beach to the west, low-lying terrain to the north and south, and is open to Parkie Beach Road to the east. A small natural canal traverses the service area, with two 45-meter-long arch bridges constructed over it, significantly enhancing the area's aesthetic appeal for the tourist.

It is noted that VIP Bungalows (Karnaphuli), Bungalows-23, Bungalows-24 and 4 units of the Motel Mess (Building-4C) are excluded from lease agreements. These facilities will remain under the direct management of the Bangladesh Bridge Authority (BBA) as part of the Operation and Maintenance (O&M) works for the Karnaphuli Tunnel. In addition, complementary access to selected recreational and support facilities-including the swimming pool, indoor/outdoor games area, and gymnasium will be made available to the Client at time.

All the structures are designed considering 50 years of durability following the Bangladesh National Building Code (BNBC) and ACI 318-19. All the Structures are newly constructed with interior works, well furnished with Furniture, Furnishing items, Air conditioning, Refrigerator, Micro Oven, TV, kitchen utensils and all others necessary items.

Assets within the Service Area facilities Line, shall come under the scope of Project Asset.

<b>Site Plan</b>	Site plan clearly showing area of Service Area and marking the area proposed to be handed over to the Lessee. Interested parties may visit Client Office to view the Site Plan.
<b>Building Floor Plan</b>	Building Floor Plan to be handed over to the Lessee. Interested parties may visit Client Office to view the Building Floor Plan.

## **Schedule 1B: Right to Use the Premise**

Lessee shall have the right to use the entire premises of the Service Area facilities under the scope of Project Asset.

## **Schedule 2A: Mandatory Facilities**

The Service Area facilities shall be operated and maintained as at least a 3-Star or above classified hotel/resort during the tenure of this Agreement as per the guidelines issued by the Ministry of Civil Aviation and Tourism, Bangladesh for this purpose and amended from time to time. Necessary certification / re-certification confirming such status that the hotel is being operated and maintained to a minimum 3-Star classified hotel shall be obtained by the Lessee, as per requirements of certification / re-certification.

## Schedule 2B: Additional Facilities

To enhance the attractiveness of the Resort/Service Area by developing additional facilities aimed at increasing both national and international tourist footfalls, thereby supporting the long-term financial sustainability of the Lease. The Lessee undertakes to plan, finance, develop, and operate the following additional facilities, in addition to the Mandatory Facilities under Schedule 2A. The Schedule must include:

Sl. No	Facility (Proposed)	Description	Target Completion Timeline	Expected Impact on Tourist Footfall
1.	Kids' Zone / Family Entertainment Area	Indoor games, amusement rides	Within 18 months	Boost family visits
2.	Wellness & Spa Center (targeting international tourists)	Ayurvedic, Thai & modern therapies	Within 18 months	Attract international wellness tourists
3.	Adventure & Recreational Activities	Boating, trekking, cultural events	Within 12 months	Increase youth & group visitors
4.	Cinema Hall/Multiplex	Movie theater	Within 24 months	to attract families and evening visitors
5.	Shopping Arcade with local handicrafts and international brands	Branded outlets + local crafts	Within 24 months	Enhance spending by foreign & local tourists
6.	Attractive Tour package/ Shooting spot/ Picnic spot	Day long basis, weekend package, Holiday package	Within 6 months	Increase youth, group visitors & repeat visits
7.	International Food Court	Global cuisines + local flavors	Within 18 months	Diversify tourist base & repeat visits
8.	Helicopter ride using Helipad	Birds eye view of Parki beach	Within 12 months	for premium domestic and international tourists
9.	Parking facilities			
10.	Concert			
11.				
12.				

**NOTE: Any Additional Facilities proposed by the successful Tenderer during the Tender submission, and subsequently accepted by the Authority, shall be incorporated into *Schedule 2B: Additional Facilities* and shall form an integral part of this Agreement.**

“The Lessee’s commitments under Schedule 2B: Additional Facilities, as submitted during the Tender process and accepted by the Authority, shall form an integral part of this Agreement. The Lessee shall be bound to implement the said facilities within the stipulated timeframe. In the event of failure to comply, the Authority shall have the right to impose penalties, invoke performance securities, or take any other action as provided under this Agreement, unless an extension of time is duly granted by the Head of Procuring Entity (HOPE), Bangladesh Bridge Authority (BBA), or any other competent authority.

### Schedule 3: Lease Payment Schedule

#### A. Lease Money/Minimum Guaranteed Annual Payment

The Lease Money/Minimum Guaranteed Annual Payment will be paid by Lessee to the Client from Year 1 to Year 29 of the Lease Period in accordance with the schedule below.

Year	Lease Money/Minimum Guaranteed Annual Payment Amount in BDT	
	in Figure	(In word)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
Year 16		
Year 17		
Year 18		
Year 19		
Year 20		
Year 21		
Year 22		
Year 23		
Year 24		
Year 25		
Year 26		
Year 27		
Year 28		
Year 29		

Note: The Lease Money/Minimum Guaranteed Annual Payment amount mentioned above are exclusive of taxes.

Payment for the first instalment of the Lease Money/Minimum Guaranteed Annual Payment for Year 1 shall be made by Lessee on the Appointed Date, i.e., prior to the commencement of operation of the Project Asset / Project Facilities as detailed in Schedule 3 of the Lease Agreement. The Lease Money/Minimum Guaranteed Annual Payment for each year shall be made in four equal instalments every 3 months as per Schedule 3 of the Lease Agreement.

## Schedule 4: Performance Security

(PROFORMA OF BANK GUARANTEE)

(to be prepared on a non-Judicial Stamp of Tk. 150.00)

**THIS DEED OF GUARANTEE** executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns.

### In favor of

Bangladesh Bridge Authority, a statutory authority operating under the purview of the Bridges Division within the Ministry of Road Transport and Bridges, having its Registered Office at Setu Bhaban, New Airport Road, Banani, Dhaka-1212, duly represented by the Director (Admin), hereinafter referred to as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

The Client and Guarantor are hereinafter collectively referred to as the **Parties** and individually as a **Party**.

### WHEREAS

- A. By the Lease Agreement being entered into between the Client and \_\_\_\_\_ [company Name], having its registered office/ permanent address at \_\_\_\_\_ (the “Lease Agreement”), the Company has been granted the Lease to implement the project envisaging operations and maintenance of Service Area Facilities.
- B. In terms of Article 4.1 of the Lease Agreement, the Company is required to furnish to the Client, an unconditional and irrevocable bank guarantee for an amount of BDT \_\_\_\_\_ / - (Taka \_\_\_\_\_ Only) as security for due and punctual performance/ discharge of its obligations under the Lease Agreement, relating to achieving commercial operations of Service Area facilities, substantially in the format annexed as Schedule 4 to the Lease Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Lease Agreement relating to achieving commercial operations of Service Area Facilities.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Lease Agreement.
- The Guarantor hereby irrevocably guarantees due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called “the Lessee”) of all its obligations relating to achieving commercial operations of Service Area facilities during the Agreement Period.
- The Guarantor shall, without demur, pay to the Client sums not exceeding in aggregate BDT \_\_\_\_\_ /- (Taka \_\_\_\_\_ Only), within five (5) calendar days of receipt of a written demand from the Client stating that the Company has failed to meet its

performance obligations under the Lease Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of Lessee or validity of demand so made by the Client and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by Lessee or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, the Client shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Lease Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by the Client or any indulgence shown by the Client to Lessee and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by the Client or any indulgence shown by the Client provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until<sup>1</sup>\_\_\_\_\_ unless discharged/ released earlier by the Client in accordance with the provisions of the Lease Agreement. The Guarantor's liability in aggregate be limited to a sum of BDT \_\_\_\_\_/- (Taka \_\_\_\_\_ Only).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Lessee/ the Guarantor or any absorption, merger or amalgamation of the Lessee/ the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_
8. All claims under the guarantee shall be payable at \_\_\_\_\_. This guarantee will be returned to the Guarantor as soon as the purpose for which it is issued is fulfilled.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

Signature of the Guarantor:

Seal of the Guarantor:

Date

Name of Bank :

Address:.....

<sup>1</sup>15 months from the date of signing the Agreement for Year 1 and 15 months from the anniversary thereof for Year 2 to Year 28 and 30 months from the anniversary thereof for Year 29

**COPY OF PERFORMANCE SECURITY**

*To be Enclosed*

## Schedule 5: Format for Letter of Authorization

*(To be given on the Client letterhead)*

### TO WHOMSOEVER IT MAY CONCERN

This is to confirm that Service Area Facilities has been handed over to \_\_\_\_\_ *(Name of Lessee)* pursuant to the Operation and Lease Agreement dated \_\_\_\_\_, entered into between the Bangladesh Bridge Authority (BBA) and \_\_\_\_\_ *(Name of Lessee)*.

In accordance with the terms of this Agreement, the Lessee is granted a limited, non-exclusive right to occupy and operate the said Facilities/Resort solely for the purposes and within the scope expressly permitted under this Agreement. The Lessee may apply for and obtain, at its sole cost and responsibility, all necessary approvals, leases, and permits required for the operation and management of the Service Area facilities, including any modifications or renovations to existing structures. Provided, however, that any such Additions, modifications, renovations, or structural alterations shall require the prior written consent of BBA, and shall comply with all applicable laws, regulations, and standards as may be prescribed by competent authorities or the Client from time to time. The Lessee may avail itself of utilities such as power, water, telecommunication, and other incidental services strictly for the approved purposes and subject to compliance with applicable utility policies and regulations. The Client shall bear no responsibility or liability whatsoever in relation to Lessee's obligations or dealings with third-party service providers or regulatory authorities in connection with the above.

Yours faithfully,

Director (Admin)  
Bangladesh Bridge Authority  
Setu Bhaban, Banani, Dhaka.  
Tel: +8801700716302  
E-mail: [altaf6715@gmail.com](mailto:altaf6715@gmail.com)

## **Schedule 6: Guidelines on Measures**

The following are guidelines on measures to be taken by Lessee during the tenancy of the Precautionary Notice. The Client shall indicate the specific measures, from the following list, to be observed at the time of issuing the Precautionary Notice:

- Details of Resort Personnel and Resort guests including name, address, check in & check out timings, passport details if any and other relevant details shall be recorded in a separate register for the purpose and copy of the same to be submitted to the Client on request.
- Vehicle Number and respective entry and exit timings to be recorded accurately.
- Lessee Personnel and Hotel & Resort Guests shall not carry any items indicated by the Client in Precautionary Notice to the Premises
- Capture photographs of all the hotel guests/ Lessee Personnel
- Hotel guests/Lessee Personnel would be subject to the following:
  1. X-Ray check of baggage.
  2. Pass via door type metal detector.
  3. Check via hand-held metal detector
- Any other reasonable measure indicated by the Client, including timing restrictions on entry, etc., for the purposes of safety and security of the Project Asset visitors.
- Capital and operating costs for the aforesaid devices shall be borne by Lessee. Security personnel/s for operations of the same shall be deployed by Lessee.

## Schedule 7: Handback Guarantee

### (PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

#### In favor of

Bangladesh Bridge Authority., represented by the Director (Admin), having its office at setu Bhaban, Banani, Dhaka -1212, hereinafter referred to as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

#### WHEREAS

- A. By the Lease Agreement being entered into between the Client and \_\_\_\_\_ [company Name], having its registered office/ permanent address at \_\_\_\_\_ ( t h e “Lease Agreement”), the Company has been granted the Lease to implement the project envisaging operations and maintenance of Service Area Facilities.
- B. In terms of Article 9 of the Lease Agreement, the Company is required to furnish to the Client, an unconditional and irrevocable bank guarantee for an amount of BDT \_\_\_\_\_ / - (Taka \_\_\_\_\_ Only) (*Equal to the Lease Money/Minimum Guaranteed Annual Payment for the year-29 of the Agreement Period*) as security for due and punctual performance/ discharge of its obligations under the Lease Agreement, relating to achieving commercial operations of Service Area Facilities, substantially in the format annexed as Schedule 7 to the Lease Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guarantee the due and punctual performance/discharge by the Company of its obligations under the Lease Agreement relating to achieving commercial operations of Service Area Facilities.

#### NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Lease Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called “the Lessee”) of all its obligations relating to handback of Project Assets/ Project facilities of Service Area under the Lease Agreement.
3. The Guarantor shall, without demur, pay to the Client sums not exceeding in aggregate BDT \_\_\_\_\_ /- (Taka \_\_\_\_\_ Only) (*Equal to the Lease Money/Minimum Guaranteed Annual Payment for the year-29 of the Agreement Period*), within ten (10) calendar days of receipt of a written demand from the Client stating that the Company has failed to meet its performance obligations under the Lease Agreement.

The Guarantor shall not go into the veracity of any breach or failure on the part of Lessee or validity of demand so made by the Client and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by Lessee or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, the Client shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Lease Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by the Client or any indulgence shown by the Client to Lessee and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by the Client or any indulgence shown by the Client provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until<sup>1</sup> \_\_\_\_\_ unless discharged/ released earlier by the Client in accordance with the provisions of the Lease Agreement. The Guarantor's liability in aggregate be limited to a sum of BDT \_\_\_\_\_/- (Taka \_\_\_\_\_ O n l y ) .  
(Equal to the Lease Money/Minimum Guaranteed Annual Payment for the year-29 of the Agreement Period).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Lessee/ the Guarantor or any absorption, merger or amalgamation of the Lessee/ the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under .
8. All claims under the guarantee shall be payable at \_\_\_\_\_. This guarantee will be returned to the Guarantor as soon as the purpose for which it is issued is fulfilled.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

**SIGNED AND DELIVERED**

Signature of the Guarantor:

Seal of the Guarantor:

Date

Name of Bank :

Address:

.....

\_\_\_\_\_

<sup>1</sup>30 months from the date of issue of the Handback Guarantee in accordance with Article 9.2(b) of the Lease Agreement

### **Schedule 8: Terms & Conditions of the Agreement**

*As per Section 05 of Tender Document: Terms & Conditions of the Lease.*

### **Schedule 9: Technical Presentation of the Successful tenderer**

The **Technical Presentation submitted by the Successful Tenderer** will form an **integral reference document** of the Lease Agreement.

- ❖ *The Lessee shall strictly comply with all commitments made in the Presentation, including:*
  - *Investment Commitment.*
  - *Strategic, operational, and community engagement commitments.*
  - *Risk management and reporting obligations.*
- ❖ *Non-compliance or deviation from the commitments presented, without prior written approval from BBA, shall constitute a **material breach** of the Lease.*
- ❖ *Such breach shall empower BBA to initiate **termination of the Lease Agreement** in accordance with the Terms & Conditions.*

### **Schedule 10: Power of Attorney of the Authorized Signatory**

*To be enclosed*

### **Schedule 11: Letter of Intent from Client**

*To be enclosed*

### **Schedule 12: Letter of Acceptance from Lessee**

*To be enclosed*