



**INVITATION  
TO  
EXPRESSION OF INTEREST (EOI)**

**NON-FUNGIBLE TOKEN (NFT)  
PARTNERSHIP RIGHTS  
OF  
BANGLADESH CRICKET BOARD (BCB)**

## EOI Advertisement

### Invitation to Expression of Interest (EOI) NON-FUNGIBLE TOKEN (NFT) PARTNERSHIP RIGHTS



Bangladesh  
Cricket Board

Ref No:BCB/Mkt&C/NFT Partnership Rights/2022/595

Date: 8<sup>th</sup> September, 2022

The Bangladesh Cricket Board (BCB) invites Expression of Interest (EOI) along with Financial Offer/Proposal from reputed and experienced companies/parties/agencies/IT firms/consortium (from Bangladesh or Overseas) for Non-Fungible Token (NFT) developing and Selling Partnership Rights of The Bangladesh Cricket Board (BCB) for the following periods and events.

**Tenure:** 03 years (from 1st October 2022 to 30 September 2025)

**Events:** A) All International Bilateral Home Series B) BPL T20 Tournament for 03 editions/seasons i.e., 9<sup>th</sup>, 10<sup>th</sup> & 11<sup>th</sup> edition/season.

#### Area of Rights :

A detailed EOI General Guidelines has been developed incorporating all necessary EOI details and information for acquiring the Non-Fungible Token (NFT) developing and Selling Partnership Rights of The Bangladesh Cricket Board (BCB).

#### Eligibility Criteria:

01. Companies related to/ directly or indirectly involved in Tobacco, Alcohol (surrogated and non-surrogated), Betting, and online betting shall not be eligible to participate in the EOI process.
02. Any person(s) or entity who has an unresolved dispute with BCB or ICC on a point of law or fact is ineligible to acquire the rights or participate in the EOI process.
03. Interested applicants (companies/parties/agencies/ IT firms/consortiums) should have the appropriate experience, infrastructure, staffing, resources, capability, and financial standing to participate in the EOI process.

#### EOI Submission Procedure :

A detailed document (General Guidelines) related to EOI will be available at the BCB Management Office and BCB's Official Website: [www.tigercricket.com.bd](http://www.tigercricket.com.bd)

The EOI along with financial offer (prepared in accordance with the General Guideline for EOI submission) must be submitted in a sealed envelope addressed to: **The Chief Executive Officer**, BCB Management Office, Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh during office hours (between BST 1000 to BST 1700) or electronically via email by uploading it to Google Drive to the BCB at email address: [nftright@bcb-cricket.com](mailto:nftright@bcb-cricket.com) on or before **Thursday 29<sup>th</sup> September, 2022**.

**Note: The financial offer/proposal along with EOI must be submitted separately for two (02) BCB events i.e. A) All International Bilateral Home Series B) BPL T20 Tournament.**

#### The EOI needs to be accompanied with the following documents:

01. Company Profile and Individual Directors' / Owners' Profile.
02. Updated auditor's report on financial statements (in case of consortium, each party's auditor's report needs to be submitted individually).
03. Bank Solvency Certificate along with bank Statement.
04. Certified copy of Memorandum and Articles of Association along with Certificate of Incorporation or similar constitutional documents.
05. Business Identification Number (BIN), Trade License and Tax Identification Number (TIN) Certificate or similar documents.
06. In case of consortium, notarized consortium Agreement.
07. **Submission of all the information in the prescribe format in the Appendix A, B, C & D of the General Guidelines.**

The BCB reserves the right to accept or reject any or all offers at its sole discretion without assigning any reason. The BCB also reserves the right to cancel the entire EOI process and / or modify, add or alter the terms of the document and/ or the conditions for EOI by issuing an addendum(s) at any time prior to the submission of the EOI.

**Chief Executive Officer**

Bangladesh Cricket Board

Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka-1216, Bangladesh

Tel:+880 2 8031001-4, Fax: 803 1199

# 1. INTRODUCTION AND OPPORTUNITY

## ABOUT THE BANGLADESH CRICKET BOARD

The Bangladesh Cricket Board, a national sports organization recognized by the National Sports Council, is the governing body for men's and women's cricket in Bangladesh, represented by its Chief Executive Officer and having its Management Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka-1216 (hereinafter referred to as “BCB”).

## THE OPPORTUNITY

This tender process offers organizations a unique opportunity to partner with the BCB in developing the inaugural **BCB’s Non-Fungible Token (NFT)** under Digital Collectibles programme comprising video clips associated with all International Bilateral Home Series and three (3) editions (9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> editions) of BPL T20 Tournament (collectively referred to as the “**BCB Events**”) over the next three (03) years (i.e. October 01, 2022 to September 30, 2025) as detailed below. BCB hopes to offer fans the opportunity to purchase official BCB digital collectible products incorporating video clips in the form of Non-Fungible Token (NFT) in the lead up to and during the BCB Events. Given the large global fanbase, this presents a unique and significant market opportunity for a partner to bring in and operate such a technology platform and marketplace.





In recent time digital consumption of BCB content has grown exponentially. The consumption of digital clips during the BCB’s Home Series and BPL achieved more than a billion total views, including more than billion minutes consumed on BCB digital platforms and social media channels.

With a packed schedule of BCB Events, BCB is providing a better opportunity than ever before to leverage the growing interest and engagement in a sport that is followed by more than 100 million fans worldwide.

BCB recognizes that digital collectible marketplaces are based on emerging technologies such as Blockchain / NFT and the digital collectibles market domain is evolving at high speed, with many young and innovative companies working on bringing new ideas to the market. Being an early explorer from large sports organizations and being the early adopter from the Cricket world, BCB welcomes companies active in this field to come forward with their ideas of the most relevant solution for BCB while demonstrating their existing technology assets and swift execution capability to launch and operate a platform within a short timeframe.

BCB is keen to partner with organizations who share in its ambition to continue to grow and deepen engagement globally in our great sport by procuring “**Official Non-Fungible Token (NFT) Partnership Rights of Bangladesh Cricket Board (BCB)**”.

## DIGITAL/SOCIAL AUDIENCE

Facebook	Instagram	Twitter	YouTube
Followers: 13M	Followers: 2.4 M	Followers: 3.2 M	Subscribers: 3.2 M
			

## BCB EVENTS (FOR OFFICIAL NON-FUNGIBLE TOKEN – NFT PARTNERSHIP RIGHTS)

- All International Bilateral Home Series
- 9<sup>th</sup>, 10<sup>th</sup> & 11<sup>th</sup> editions of BPL T20 Tournament (Domestic T20 Tournament)

The interested applicants will be permitted to use video clips of BCB Events create, sell and mint BCB NFTs only for a period of **three (03) years from 1<sup>st</sup> October 2022 to 30 September 2025**.

### 2. INVITATION TO EXPRESSION OF INTEREST (EOI)

2.1 This invitation to EOI ("ITEOI") is being published in national dailies in Bangladesh as well as on BCB website inviting Expression of Interest (EOI) along with financial proposal from reputed and experienced IT firms/companies/parties/agencies/consortium **for Non-Fungible Token (NFT) Partnership Rights of BCB** for the BCB Events for a period of three (03) years i.e. from 1<sup>st</sup> October 2022 to 30 September 2025 (the "NFT Project").

2.2 This EOI Document sets forth details of the NFT Project and comprise the rights offered to and services required from potential Applicants that have the appropriate experience, infrastructure, staffing, resources, capability and financial standing to meet the following criteria:

(a) build and operate a digital collectibles issuing platform and marketplace;

(b) provide end-to-end scope coverage with BCB's responsibility limited to making content and relevant IP available to the successful Applicant;

(c) design, implement and launch a white labelled solution platform for BCB in line with the timetable set out in Appendix B ("**Timetable**") and the indicative project roadmap set out in Appendix C ("**Roadmap**");

(d) no upfront investment from BCB;

(e) commercial model that includes a **Fixed Rights Fee** payable to BCB by the successful Applicant.

2.3 In submitting an Expression of Interest (EOI) with Financial Offer/Proposal for the **Non-Fungible Token (NFT Partnership Rights of BCB)** to provide the Services in respect of the BCB Event(s) each Applicant must:

(a) provide adequate and detailed answers and information to meet the requirements set out in **Appendix A**;

(b) complete the details for the financial offer/proposal set out in Appendix D; and

(c) complete, sign and return the declaration form as set out in **Appendix E** by the applicable date specified in the Timetable.

2.4 Each Applicant should provide satisfactory evidence to BCB in its EOI of its financial standing and of its ability to meet the commitments it makes in its EOI.

2.5 Financial offer/proposal for **Non-Fungible Token (NFT) Partnership Rights Of BCB** must be stated in US Dollars or BDT and must be exclusive of any taxes (if applicable).

- 2.6 The successful EOI Participant must submit an unconditional and irrevocable Bank Guarantee (as a security against partnership Rights Fee) as per BCB standard format (ANNEXURE - A) for the sum of 80% of the NET offered value accepted by BCB in favour of “**Bangladesh Cricket Board**” that is valid for a period of 02 year, within 72 hours of confirmation from BCB. In case of any breach/default on the part of the Successful EOI participant, the Security Deposit shall be considered forfeited automatically. The Security Deposit shall be submitted in the form of Bank draft or pay order or unconditional and irrevocable bank guarantee or bank transfer. Any bank guarantee originated from an overseas country has to be confirmed by a local scheduled bank.
- 2.7 BCB may, in its absolute discretion, waive any of the conditions and/or requirements set out in this Guideline in respect of any or all of the Applicants. Each Applicant will be evaluated on the overall merits of its EOI and the successful Applicant(s) may not have satisfied all conditions and requirements and may not necessarily be the one which offers the most competitive financial terms.

### **3. ENQUIRIES**

- 3.1 BCB shall, where possible, answer questions or provide additional information reasonably requested by Applicants at any time prior to the deadline for EOI submission.
- 3.2 Queries should be addressed in an e-mail with the subject line "Official NFT Partnership Rights of BCB - Query" to the following addresses: [nftrights@bcb-cricket.com](mailto:nftrights@bcb-cricket.com).
- 3.3 BCB shall attempt to respond to all queries in as expeditious a manner as possible and in such a form as BCB considers appropriate. BCB reserves the right to make its response to any query from any Applicant available to all relevant Applicants without revealing the identity of the initial enquiring party.
- 3.4 BCB may not be able to provide responses and/or additional information to all queries and it shall definitely not be able to do so if such requests are sent less than 5 (five) business days prior to the deadline for EOI submission.

### **4. SELECTION PROCEDURE OVERVIEW**

- 4.1 Each Applicant must submit the EOI along with financial offer (prepared in accordance with the EOI Document) in a sealed envelope addressed to: The Chief Executive Officer, BCB Management Office, Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh during office hours (between BST 1000 to BST 1700) or electronically via uploading it to Google Drive and emailing it to the BCB's email address at: [nftrights@bcb-cricket.com](mailto:nftrights@bcb-cricket.com) on or before **Thursday 29 September , 2022**.
- 4.2 Each Applicant must attach all applicable documents in support of its EOI and Financial offer in accordance with the requirements set out in this EOI Submission Guidelines as well as any other relevant materials, weblinks, photographs and/or attachments. BCB may issue supplementary requests for information which, once issued, will form part of this EOI Submission Guidelines. BCB may also ask any Applicant for such further information, guarantees and/or documents as BCB deems necessary in connection with EOI submission at any time and any such further information, guarantee and/or document may be used at any point in the Selection Procedure by BCB to evaluate the EOI.

- 4.3 The EOI and financial offer, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the EOI, which offer cannot be amended or withdrawn after its date of submission (in either case unless requested/allowed by BCB).
- 4.4 For the avoidance of doubt, EOI and financial offer submitted in connection with this Official NFT Partnership Rights shall remain valid and capable of acceptance by BCB at any time until **10<sup>th</sup> October 2022**, including without limitation, in circumstances where the BCB invites a further round(s) of EOI/financial offer and/or enters into any negotiations with Applicants (i.e. a financial offer submitted during the initial round of the EOI will remain valid and capable of acceptance during and following any second or subsequent bid processes or negotiations conducted by BCB in connection with this EOI process).
- 4.5 BCB is not obliged to accept or consider any EOI and financial offer in full or in part and BCB may reject any EOI and Financial Offer (or any part thereof) and, in its sole discretion, may refuse to award any business in connection with this EOI process for Official NFT Partnership of BCB. Without prejudice to the foregoing, BCB reserves the right to appoint the Applicant(s) whose EOI and Financial Offer (in the absolute discretion of BCB) most successfully conforms to BCB's objectives as described in this EOI Guidelines or to make alternative arrangements for the provision of the Services, including (without limitation) issuing a revised or different EOI process or providing the Services itself.
- 4.7 The Selection Procedure shall consist of:
- (a) a technical evaluation of EOI documents submitted examining each Applicant's approach to, and ability to provide, the Services;
  - (b) a financial evaluation of each Applicant's Financial Offer; and
  - (c) an evaluation of each Applicant's suitability, experience and qualifications, including (without limitation) the organizational structure and infrastructure proposed by the Applicant to provide the Services.
- 4.8 BCB may, for any reason and at any time during the Selection Procedure, request any Applicant to supply further information and/or documentation. Each Applicant shall supply such further information and/or documentation requested within 07 (seven) calendar days (or such other period as may be required by BCB) following receipt of the written request for that information and/or documentation. Any and all costs and/or expenses associated with the provision of the additional information and/or documentation shall be borne by the Applicant.
- 4.9 BCB reserves the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with Applicants following submission of the EOI and Financial Offer.
- 4.10 After consideration and examination of the EOI documents and financial offer and, if applicable, the presentations, BCB shall, in its absolute discretion, confirm which Applicant(s) (if any) it proposes to appoint /award as the successful Applicant(s). BCB reserves the right to make the appointment of the successful Applicant(s) subject to such further terms and conditions as it considers appropriate in relation to this EOI process and/or the provision of the Services. Applicants who have not been selected shall be informed accordingly. BCB shall not be obliged to give any reason(s) for the selection and/or rejection of any EOI and financial offer or any part thereof.

- 4.11 The appointment of the successful Applicant(s) is subject to the conclusion of agreement(s) between BCB and the successful Applicant(s) governing all rights and obligations related to the Services ("**Agreement**" or "**Agreement(s)**"). The Agreement(s) shall be prepared by BCB to include those terms described in paragraph 7.1, such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by BCB (whether arising from the specifications of the EOI of the successful Applicant(s) or otherwise). Each Applicant agrees and acknowledges that BCB shall have the absolute right to determine at its absolute discretion whether or not negotiations shall be conducted on an exclusive basis.
- 4.12 Notwithstanding any other provision of this EOI process, BCB reserves the right, at any time and in its absolute discretion, to accept or reject an EOI (or to permit any Applicant to resubmit its EOI and Financial Offer in the event that such EOI and Financial Offer fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of Applicants, to withdraw from negotiations with any Applicant at any time, to pursue negotiations in respect of some or all of the BCB Events and/or Services, to modify the scope and scale of the Services, and to suspend, discontinue, modify and/or terminate this EOI process (or any part thereof) at any time.

## **5. LEGAL PROVISIONS**

In participating in this EOI process and/or submitting a EOI and Financial Offer, each Applicant accepts and agrees to be bound by and to comply with the terms of this EOI Submission Guidelines generally, including (without limitation) the following terms and conditions (which apply in each case equally to all Applicants):

- 5.1 Nothing in this EOI process, or in any communication made by BCB or its officers, employees, representatives, agents and/or advisers shall constitute an offer of a contract or a binding contract between BCB and any Applicant, nor shall it be taken as constituting any representation that rights or licences will be granted in accordance with this EOI process and/or the Selection Procedure.
- 5.2 BCB reserves the right, at any time during the Selection Procedure, to change any aspect of this EOI process, to issue any separate amendment or addendum to this EOI process (which will become part of this EOI process upon issue) or to issue an amended EOI process in place of this EOI, to refuse to consider any Applicants or to withdraw this EOI process. Applicants acknowledge that BCB may decide to organise the Services on its own or without appointing any third party and that BCB may increase, decrease, suspend, discontinue and/or modify its requirement for the Services in respect of the BCB Event(s) or any part thereof.
- 5.3 Whilst BCB has taken all reasonable care to ensure that this EOI process is accurate in all material respects at the date of its issue, neither BCB, nor any of its officers, employees, representatives, agents and/or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this EOI process or in any subsequent correspondence by BCB in relation to this EOI process, nor shall they be liable for any loss or damage suffered by any Applicant or any other third party in reliance on this EOI process or any subsequent communication with BCB.
- 5.4 Without prejudice to paragraph 5.3 above, this EOI process does not contain any representation upon which any Applicant or other recipient may be entitled to rely at any point in time in order to bring any claim, action or proceedings against BCB and/or its

associated entities and/or any of their respective officers, employees, representatives, agents and/or advisers (whether for misrepresentation or otherwise). This EOI process is incapable of creating any liability for BCB and/or its associated entities and each Applicant hereby irrevocably and unconditionally waives any and all rights it may have, now or at any time in the future, to bring any claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Applicant, the Selection Procedure or otherwise in relation to the EOI process.

- 5.5 Each Applicant represents, warrants and undertakes to BCB that any and all information contained in its EOI and financial offer and/or submitted in connection with its EOI, and any and all representations made by or on its behalf to BCB, during the course of the Selection Procedure shall not be false, inaccurate or misleading in any respect (including, without limitation, by the omission of any material, information or facts) and that if, after submitting its EOI there is any change in the Applicant's circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by BCB, the Applicant shall promptly notify BCB in writing setting out the relevant details in full. BCB is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any EOI and/or submitted in connection with any EOI in assessing any Applicant's ability to perform and deliver the Services.
- 5.6 No Applicant or any other person is entitled to make any announcement relating directly or indirectly to this EOI documents/Guidelines, and in particular (but without limitation) to the process, its EOI or its intention to submit a EOI or the intention of any other person to submit a EOI. BCB shall have the sole right to make any announcement in relation to this EOI process and the selection of the successful Applicant(s).
- 5.7 Each Applicant agrees that it will not discuss any part of this EOI process, any EOI it is considering or which it has submitted and/or any other aspect of the Selection Procedure with any other Applicant at any time for any reason. Any breach of this obligation by an Applicant may result in its immediate elimination from the Selection Procedure. BCB is open to consortium EOI being made under the Selection Procedure, but save in exceptional circumstances, would only expect an Applicant to be involved in one EOI (either alone or part of a consortium). Each Applicant wishing to form part of a consortium shall notify BCB in advance of the other Applicants with which it wishes to enter into discussions with a view to a consortium EOI and shall, prior to any discussions with any other Applicant concerning any aspect of this EOI process, comply with such restrictions (including, for example, the use of clean teams) which BCB shall request in order to maintain the integrity of the Selection Procedure.
- 5.8 Each Applicant is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by the Applicant or on its behalf in the preparation and submission of its EOI and financial Offer and/or otherwise in relation to the Selection Procedure and/or any negotiations following receipt by BCB of its EOI (whether or not an Agreement(s) is entered into with such Applicant). Under no circumstances will BCB and/or its associated entities and/or any of its respective officers, employees, representatives, agents or advisers be responsible for any costs of any Applicant associated in any way (whether directly or indirectly) with the Selection Procedure.



- 5.9 Each Applicant acknowledges that any and all intellectual property rights of BCB in relation to the BCB Events (including but not limited to the name, logos and any footage of the BCB Events) remain the exclusive property of BCB (as appropriate). Furthermore, any materials provided by BCB to any Applicant shall belong and/or accrue exclusively to BCB. No Applicant shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this EOI process, including the examples provided as part of this EOI guideline which shall be owned by BCB. BCB does not claim ownership over any technical solution preferred by the Applicant and which is protected by intellectual property laws. However, each Applicant accepts that other Applicants may submit commercial and/or technical solutions that are comparable and which BCB may decide to pursue. Nothing in this EOI Guideline or in any EOI shall restrict BCB from pursuing any solution that was independently created by another Applicant or any third party or by BCB or which consists of ideas or concepts proposed as part of the Applicant's solution but which are not protected under intellectual property laws.
- 5.10 In consideration of BCB receiving and reviewing its EOI and Financial Offer, each Applicant confirms and warrants that it has read, understood and accepted the terms and conditions set out in this EOI Submission Guideline, which take precedence over any provisions contained in any other communications between the Applicant and BCB. Each Applicant further acknowledges that, except as set out in the EOI and in the Agreement(s), there is no existing agreement, arrangement or understanding in place (whether in writing or oral) between BCB and the Applicant in relation to this EOI process, its subject matter and/or the provision of the Services.
- 5.11 Each Applicant acknowledges that, save as set out in the Agreement(s), all rights and opportunities in and in relation to BCB Events or the Services shall be exclusively reserved by BCB.
- 5.12 BCB shall be able to rely on any and all representations made by each Applicant in its EOI submission and/or in connection therewith.
- 5.13 No terms seeking to restrict in any way the discretion of BCB in the Selection Procedure will be accepted.
- 5.16 The Applicant(s) in submitting EOI and financial offer and if awarded with the Non-Fungible Token (NFT) Partnership Rights shall abide, during the contractual period, with the laws of the land including all applicable rules, regulations, policy or directives of BCB and/or any relevant government authority including Bangladesh Bank etc.
- 5.17 This EOI process, the Selection Procedure and any and all related documentation, correspondence (including, without limitation any EOI), any non-contractual obligations and any Agreement(s) (or other agreements) entered into between BCB or any of its affiliates and any Applicant or prospective Applicant shall be governed by and interpreted in accordance with the laws of Bangladesh and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the Courts of Bangladesh.

## **6. CONFLICTS AND COLLUSIVE BEHAVIOUR**

- 6.1 A conflict of interest arises when an Applicant's integrity, objectivity or fairness in performing the Services is at risk due to a personal interest or conflicting business arrangement of the Applicant, or a person or organization associated with the Applicant.

- 6.2 An Applicant must accordingly disclose in their EOI submission any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to BCB and other parties in the course of delivering the Services, should they be selected as the successful Applicant. Applicants with such conflict or perception of conflicts must specify within their EOI how they will manage the conflict or perception of conflict to provide assurance that it will not adversely impact the performance of any Services.
- 6.3 The Applicant and any person or organization associated with the Applicant must not directly or indirectly provide any form of inducement or reward to any employee, member or director of BCB, or associated concerns or any of their respective representatives in relation to the Selection Procedure under this EOI process.
- 6.4 Without prejudice to any criminal liability an Applicant may attract and any other remedies available to BCB each Applicant hereby undertakes that, save in connection with any consortium EOI submission entered into pursuant to paragraph 5.8, it shall not:
- (a) fix or adjust the costs of its EOI by or in accordance with any agreement or arrangement with any other party/Applicant(s).
  - (b) communicate to any party/Applicant(s) the costs or approximate costs of its proposed EOI or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the EOI or insurance or any necessary security);
  - (c) enter into any agreement or arrangement with any other party/Applicant(s) that such other party shall refrain from submitting an EOI;
  - (d) enter into any agreement or arrangement with any other party/Applicant(s) as to the costs of any EOI submitted; and/or
  - (e) collaborate or collude with any third party/Applicant(s) with a view to unfairly influencing the outcome of the Selection Procedure under this EOI process or otherwise misleading or concealing information from BCB.

## **7. OTHER OBLIGATIONS**

- 7.1 The engagement of the successful Applicant(s) pursuant to this EOI process is subject to the conclusion of the Agreement(s) between BCB and the successful Applicant(s), governing all rights and obligations related to the Services to be provided by the successful Applicant(s). The Agreement(s) shall be prepared by BCB to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by BCB (whether arising from the specifications of the accepted EOI or otherwise). Some key principles in relation to the Agreement(s) are set out below:

### **Insurance:**

The successful Applicant shall obtain and maintain, at its own expense, comprehensive public liability and product liability insurance (with a reputable insurer acceptable to BCB with a minimum "A" grade S&P, Moody's or similar rating) to protect the successful Applicant and BCB against any and all claims, actions, losses and damages arising out of the

provision of the Services (including, without limitation, coverage for financial loss, efficacy and failure to fulfil function) up to a minimum amount of US\$1000,000 (One million United States dollars) for any one claim (or in aggregate in respect of product liability). The successful Applicant shall promptly provide evidence of such insurance to BCB upon request and shall immediately notify BCB should any occurrence serve to void such insurance.

**Intellectual Property Rights:**

BCB shall own and retain ownership of all of intellectual property rights which it provides to the successful Applicant or which arise as a result of the creation of derivative works based on BCB's intellectual property rights. The successful Applicant shall own and retain ownership of all intellectual property rights in the technical solution it deploys. The Agreement(s) will require that the successful Applicant(s) licenses to BCB, so far as is required in order to successfully deliver the Services (including any post-Term solution), all background intellectual property rights as well as any intellectual property rights (other than derivative works based on BCB's intellectual property rights) that may be created or become vested in the successful Applicant(s) (or any sub-contractor) in the course of the performance of Service(s) and a full indemnity for any intellectual property rights infringement.

**Regulation and Compliance:**

The successful Applicant shall, at its own expense, obtain and maintain all relevant regulatory registrations, licenses, authorizations and permissions, and perform, or procure the performance of, all regulatory compliance obligations, whether in its jurisdiction of incorporation, its jurisdiction of operations, the jurisdictions relevant to the Services or otherwise, that are necessary in relation to the Services. The successful Applicant shall indemnify BCB against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by BCB arising out of or in connection with the breach or negligent performance or non-performance of any regulatory licensing or compliance obligations by the successful Applicant, its employees, agents or subcontractors, and any claim made against BCB by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of any such breach, negligent performance or nonperformance.

**Liability:**

BCB shall not be liable to the successful Applicant(s) under the Agreement(s) for any indirect or consequential loss arising out of or in connection with the performance of its obligations under the same or any breach thereof even if it was advised in advance of the possibility of such loss or damage.

**Bank Security:**

All payments to BCB will require to be secured by an irrevocable and unconditional bank guarantee.

## 8. COMMERCIAL RIGHTS

BCB shall grant to the successful Applicant the following Commercial Rights, subject always to the Applicant meeting all relevant deadlines as set out in this Guideline and to the terms and conditions of the Agreement:

### A) TICKETS

BCB shall use reasonable endeavours to make available a reasonable number of **general admission tickets** and **hospitality tickets** for each Official Match (or match day in respect of BCB Events where more than 1 (one) Official Match is scheduled for the same Venue on the same day), the quantity of the same to be determined by BCB in its absolute discretion and subject to availability.

All tickets shall be used in accordance with the directions issued by BCB and their terms and conditions of use (as notified by BCB to the Successful Applicant). Without limitation to such directions and terms and conditions of use, the Successful Applicant acknowledges and accepts that:

- tickets may only be for use by the Applicant in accordance with this guideline and may not be sold/resold or offered for sale; and
- ownership of all tickets remains with BCB and tickets may not be transferred or dealt with except as specifically permitted by BCB.

The Applicant acknowledges and accepts that if required by reason of Applicable Law and/or the safety and security requirements related to a BCB Event it shall provide BCB with the names and such evidence of identification as is required by Applicable Law and/or such safety and security requirements, of the users of all its tickets and passes.

### B) NOMENCLATURE

The BCB Digital Collectibles /NFT's and the association of Partner with the BCB shall be referred to as "**Official NFT Rights Partner of BCB**" or such other name for the BCB Digital Collectibles / NFT as BCB determines.

### C) IN-VENUE AND OTHER BRANDING

The right to have a promotional asset for the BCB Dedicated Platform referencing the availability of the BCB's Digital Collectables/NFT displayed on the LED pitch side perimeter boards, where such equipment exists, during non-live periods at Venues (for example, pre and post-Match, during an innings break or during rain delays), subject to inventory availability.

### D) REPLAY SCREEN / Giant SCREEN

The right to have a promotional asset for the BCB Dedicated Platform referencing the availability of the BCB Digital Collectables / NFTs for a maximum of 30 (thirty) seconds in duration transmitted on the video replay screen(s) at each Venue, where such equipment exists, during non-live periods at Venues (for example, pre and post-Match, during an innings break or during rain delays), subject to inventory availability. Partner shall provide (at its sole expense) the relevant promotional asset in the formats stipulated by BCB and within such deadlines as BCB may notify to Partner, such asset to be royalty-free and fully cleared of any third party rights necessary for such use as applicable.

## **E) BROADCAST INTEGRATION**

BCB shall use its reasonable endeavours to provide a reasonable number of exposures for the BCB Dedicated Platform through an on-screen graphic in the live feed of Official Matches, as produced by or on behalf of BCB (it being acknowledged and accepted that Applicable Law may necessitate the obscuring or removal of such on-screen graphics or credits by the broadcaster(s) in certain countries within the Territory and that, in such event, BCB shall not be liable in any manner whatsoever to the successful Applicant for any such obscuration or removal of the exposure for the BCB Dedicated Platform from the on-screen graphics or credits).

## **F) RIGHTS HOLDER DIGITAL MEDIA ASSETS**

- The right to have a link on the BCB Website to the BCB Dedicated Platform. It is acknowledged and accepted that BCB shall retain full editorial and navigation control over the BCB Website. BCB shall produce content for fan engagement purposes, such as a podcast or show, to be used by BCB to promote the BCB Dedicated Platform on the BCB Digital Media Assets.
- The right to have combination of banner ads and MPUs on a rotational basis during a BCB Event in respect of the BCB Dedicated Platform (with no reference to Partner or any third party) on the BCB Website in rotation with BCB's commercial partners. The MPU may act as a hyperlink to the BCB Dedicated Platform.

## **G) OTHER COMMERCIAL RIGHTS**

BCB shall promote and market the BCB Digital Collectibles / NFTs and the BCBs Dedicated Platform:

- on its social media platforms and other digital assets including with posts on updates on new products and utilities offered in relation to the BCB Digital Collectibles/ NFTs; and
- by creating custom content (for example a special show/ podcast etc.) for BCB Dedicated Collectibles/NFTs as mutually agreed by the Parties for use on BCB digital media assets.

The non-exclusive right to request access Archive Footage for the purposes of promoting the BCB's Digital Collectibles /NFTs only subject to BCB's approval of each such use on a case-by-case basis and provided that no more than 10 (ten) seconds of such footage may be included in any advertisement produced by or on behalf of Partner. To the extent that BCB possesses relevant information which can be disclosed to Partner in respect of acquiring and/or clearing rights in respect of such individual persons or other Rights Holders, it will share such information with the successful Applicant.

## 9. MISCELLANEOUS

- 9.1 It is hereby clarified that the successful Applicant will be permitted to use BCB video footage to create, sell and mint BCB NFTs only.
- 9.2 A single video clip can only be used to create 01(one) NFT, multiple copies of which can be minted up to a maximum of **5,000 (five thousand)** only. A single video clip cannot be used to create multiple separate NFTs.
- 9.3 BCB NFTs can only be sold by the successful Applicant through primary sale during the term of the engagement. Any minted and unsold BCB NFTs will need to be burned at the end of the term. However, secondary marketplace purchases of BCB NFTs issued during the term will be allowed in perpetuity.
- 9.4 Before any BCB NFT is listed on the successful Applicant platform, the underlying content of the proposed BCB NFT and other relevant details (including terms and conditions for issuing the NFTs) must have been approved by the BCB in advance.
- 9.5 The Applicants will not be permitted to use any player's intellectual property including still image, likeness, voice, signature, or any other identifying attributes of the player or players featured in the BCB footage to create BCB NFTs. Any such usage would require player/cricket board approval (as applicable).
- 9.6 The Applicant will not be permitted to use still images from BCB footage to create static NFTs such as player cards, avatars, etc.
- 9.7 The Applicant will not be permitted to combine third-party rights with the BCB content/footage to create NFTs, whether for ACC or otherwise. To clarify, BCB content/footage can only be used in the form of standalone video moments for the purpose of creating BCB NFTs.

## GAMES & FANTASY LEAGUES

- 9.8 BCB NFTs are not allowed to be used in any kind of digital games, gamification, or utilities/applications that are linked to real-world performances of the players, including any statistics from real-world cricket matches. The use of BCB NFTs for any other type or form of digital gaming, gamification or utilities / applications will be based on the approval and sole discretion of the BCB.
- 9.9 BCB NFTs cannot be used directly or indirectly in a fantasy league website or application either as a part of the gameplay, or as a reward within a game or otherwise, or as a currency, or medium of exchange etc.

## SPECIFICATIONS FOR THE BCB NFTS

- 9.10 NFTs should be issued on a public blockchain with more than 100 (one hundred) unique and independent validators or node operators e.g. Ethereum, Flow, Solana. Private blockchains will not be allowed to avoid opening up room for any manipulation. Notwithstanding the above, the successful Applicant must, at all times, comply with the "**National Block Chain Strategy: Bangladesh**" or any amendments thereof issued by the Information and Communication Technology Division, Government of Bangladesh (GoB) and/or any other policy, rules or regulations issued by GoB or Bangladesh Bank.

- 9.11 The successful Applicant would be required to use at least 9 (nine) descriptors to identify an BCB NFT on the Applicant platform. These would include the NFT image, player name, team name, tournament name, match date, teams playing the match, type of the video moment (six, four, wicket, catch, run out, single, double, etc.), rarity of the video moment, and serial number of the moment. These 9 (nine) or more descriptors are to be mentioned on all screens / user flows where the BCB NFT is being featured on the Company platform and also on any and all marketing materials/media where the BCB NFT is being promoted.
- 9.12 The successful Applicant would be permitted to utilize a maximum of 1,000 (one thousand) unique video clips to create BCB NFTs for the duration of the term of engagement by BCB. The successful Applicant can utilize video clips for a minimum duration of 15 (fifteen) seconds up to a maximum of 30 (thirty) seconds in length.
- 9.13 The list of marquee video clips will be shared by the BCB, and the successful Applicant may create BCB NFTs using a maximum of 40% (forty percent) of the said marquee video clips. Any usage of marquee video clips beyond this limit will be subject to BCB's approval on terms stipulated and in its sole discretion.
- 9.14 The successful Applicant would be permitted to create NFTs of BCB's tournament trophies.

#### **COMPANY RIGHTS, ENTITLEMENTS ETC.**

- 9.15 BCB will consider granting branding and endorsement rights (such as social media promotion by BCB, logo display on website, visibility during the telecast of the matches) in BCB's Events as its Official Digital Collectibles Partner of the BCB.
- 9.16 In the event BCB cancels any upcoming and scheduled BCB Event, such that any number of matches are not held, the successful Applicant will not be entitled to a commensurate reduction in the payment of the Rights Fee.

## APPENDIX A - SERVICES

Appendix A provides an opportunity for Applicants to outline the platform and business concept in an open format, and how it will be delivered based on their existing assets and capabilities. We encourage you to provide concise and direct answers in the questionnaire itself and support with any presentations, demos, platform links wherever useful.

In order to provide and promote the Services, BCB will grant the successful Applicant a license to use BCB marks, clips and still imagery in connection with the digital collectibles / NFTs. Note that while BCB has the rights to create collectibles featuring video clips, BCB is not currently in a position to license trading cards featuring still images of individual players or similar content.

In addition to making available content, BCB will also carry out integrated marketing campaigns across all BCB digital media assets and in venue at BCB Events where possible.

BCB anticipates that the active term ("**Term**") of the Agreement with the successful Applicant will conclude at the end of the final BCB Event. Applicants are expected to propose solutions (and associated commercial model) in respect of the ongoing secondary market in relation to digital collectibles issued during the Term, which may involve the Applicant continuing to support such marketplace and/or an orderly handover to any supplier selected by BCB for events subsequent to the BCB Events.

### PART 1: Proposed Solution and Capabilities

#### Value Proposition

Vision	Your Company Vision and how it is relevant for Digital Collectibles/NFTs in the sports domain	
Market Focus	Which markets does your company want to address in terms of segments geographies, enterprise or consumer focus	
Value Proposition	What is your value proposition for Sports organizations like the BCB, their Fan base and their partner ecosystem.	
Current Service Offering	What part of your value proposition has already been implemented in production	



**Status**

Status	Describe the status of your company in terms of being operational with clients and users	
Clients / Use Cases	Please describe your top 3 clients / use cases in terms of revenue and scale of operation which are deployed and are revenue generating	
User / Transaction Volumes and value handled by the platform	Please provide the identified 2022 metrics and the expected metrics in 2023	
Target Customers and Pipeline	Please can you provide details of your Live Cases, Beta Cases, Pipeline clients that are relevant to the Services in this EOI process	

**Platform Roadmap**

	Currently in production	Planned for next 6 months	Planned for the next 12 months
Platform Capabilities			
User Experience features, such as pack opening experience, marketplace experience			
Types of Digital Collectibles Supported			
Supported fan/collector engagement functionalities (i.e. how are you re-engaging users)			

**Proposed white labelled Digital Collectibles /NFT Marketplace and Platform for BCB**

<b>Concept</b>	<b>Demo videocast of existing product features</b>	
Primary User Journeys		
Functional Building Blocks		
Processes to Operate the marketplace		
Implementation and Go Live plan	Timelines and milestones from start of project divided across pre-launch, launch and post-launch (userbase growth, marketing campaigns, feature releases, etc....) with reference to the dates in the Roadmap	
Marketing Plan – Pre launch, Launch, Post Launch. Ongoing Engagement strategies	Please provide a distribution/marketing plan overview that provides an indication of how the platform will fully capture the intended target audience.	
User Feedback	Please detail the mechanisms employed by the platform that allows to capture user feedback. Does the platform actively collect user feedback? Does the platform incentivize user feedback? Does the platform automate the deployment of user feedback?	
Future Roadmap	Please provide a roadmap for the intended solution proposed for the BCB, identifying additional opportunities to grow, provide new products and services to BCB collectors, and for the BCB to attain a leadership position within the digital collectibles /NFT space.	

**Supported Business Models**

Directly Selling Collectibles / NFTs; Transfer or gifting		
Secondary market sales of collectibles		
Ability to List and Sell collectibles on other marketplaces		
Payments capability in Fiat		

**Technology**

Technical solution overview	
Tech Stack, tools and platforms being used to develop the Platform	
Platform's capacity to handle large volumes of traffic and transactions with expected average and maximum latencies, uptime	
Risk Mitigation related to potential technology issues	
Third Party Dependencies	
Technology Architecture	Please submit IT architecture overview diagrams with a brief explanation of the platforms capabilities in terms of scalability and service availability.

Technology Roadmap	Please submit a technology roadmap that includes all foreseeable plans to improve, upgrade, amend the current technology in place. Brief descriptions that explain the purpose or intention of changes are encouraged if the development path is not linear or introduces very novel features.
User Flows and Access	Please submit an overview diagram that describes user flows in relation to the platform, specifically what if any special tools are required to access the platform/proposed service and what alternative methods a user has at their disposal to view information on the platform, if any.
Interoperability	Please describe any strategies and platform capabilities on interoperability of nfts for cross chain discovery, verification and control

### **Experience & Expertise – Organizational History**

	Product Design	Implementation	Operation
Digital Product Development for Sports			
Marketplace Operations for Digital Collectibles/ NFT			
Blockchain and NFT			
Product Management of Digital Collectibles/ NFT			
Digital Marketing and Analytics			
General Experience with Cricket or other Sports			
Deriving/estimating value of NFT as a correlation with real life events			
Any awards or recognition from popular/notable bodies			

**Experience & Expertise – Current staff**

	Experience level of the Lead	Number of Own Employees and their locations, including number of staff that will work on the Services	Number of externals available and their locations, including number of externals that will work on the Services and their locations
Game Development for Sports			
Marketplace for Digital Objects			
Blockchain and NFT			
Product Management of Digital Collectibles			
Digital Marketing and Analytics			

Team Resumes	Please attach the resumes of the Services Lead and other key staff working on the project
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**Governance**

Architecture	Please outline, using a high-level conceptual diagram or a written description, the IT architecture being used as it relates to the governance of the decentralized network/blockchain in use. Describe any and all opportunities for BCB to influence the operations of the platform and/or any restrictions or ties to particular platforms.
Company / Product	BCB's role in an advisory board or on a similar product governance committee

**Applicant details**

Full corporate name of Applicant	
Incorporation MM/YY	
A corporate structure diagram showing all companies that are controlled by or control the Applicant.	
Address and telephone number of registered office and principal place of business, if different.	
Where the Applicant is resident, domiciled and incorporated, the Company registration number and legal status and Memorandum and Articles of Association or constitution.	
Management Team	
Core team location	
Contact details of Applicant's nominated contact person who is authorised to correspond on behalf of the Bidder to deal with any enquiries by BCB	Name: Tel: Email: Address:
Funds available for the BCB NFT Rights	
Names of the key investors	
Regulatory authorization status	Provide evidence that the company is appropriately authorised/licensed/registered with any regulator in its jurisdiction of incorporation and/or operation (e.g. registration with a regulator for the purpose of AML(Anti-money laundering) supervision under the FATF Recommendations, including in relation to the activity of exchanging crypto assets for fiat currency).

**Consortium EOI Submission**

Names of the partners and their capabilities	
Consortium Lead	
Contribution of each partner for the project	
Resource dedication from each partner	
Financial commitment from each partner	
Areas where you are open to partner with other EOI participants/Applicants	
Risk mitigation in case of insolvency of one of the partners	

**Financial Standing and Financing Arrangements**

Please provide details (including supporting documents) of the Applicant's financial status including, but not limited to, the last 3 years of audited financial statements, general financial performance and any applicable credit ratings.	
Please provide details of the methods by which the Applicant proposes to finance the Services and payment of the amounts in the Financial Offer.	
Please provide details of the Applicant's track record of adhering to contractual payments, including details relevant to its ability to commit to FIXED RIGHTS FEE adhering to contracted payments.	

<p>Please provide details of the bank to provide the Bank Security to be furnished by a successful Applicant.</p>	
<p>Please provide details of any litigation that the Applicant, or any current or former group company is involved in with the BCB or ICC</p>	
<p>Please provide details of any criminal or insolvency proceedings that have been instigated against (or voluntarily by) the Applicant, any current or former Applicant group company, or any of their directors or shareholders or any company in which any such director has held office or any such shareholder has had an interest.</p>	



**PART II: Services and requirements to be covered by the proposed solution**

No.	Requirement	Provided by the Solution (Y / N)	Brief Description
1	The design, production and issuing of Digital Collectibles/ NFTs.		
2	A method for providing a verifiable, unique identifier for each Digital Collectible/ NFTs.		
3	A method for assigning and tracking ownership of each Digital Collectible/NFTs.		
4	A proposed approach to categorizing Digital Collectibles/NFTs (eg by moments/actions/tournaments)		
5	An approach to identify selection of Digital Collectibles/NFTs (moment, action, event), and estimating its receptiveness with the collectors/fans		
6	A proposed approach to providing Digital Collectibles/NFTs across a range of values (special packs/foils/limited editions etc)		
7	A Platform for cricket fans to acquire, trade or resell Digital Collectibles/NFTs (the Platform).		
8	Ongoing engagement tools to encourage regular engagement with platform, which may include games where the Digital Collectibles /NFTs have utility.		
9	Marketing the platform to users, in particular to the collecting community and more general sports fans.		
10	Customer support for all users of the Platform.		
11	A payment platform that takes all standard currencies, both fiat and crypto.		
12	A method for users to easily transfer funds from the platform.		
13	A highly secure and trusted Know Your Customer process to ensure identification of all users.		
14	Integration with BCB's Single Sign On authentication provider and other IT infra like loyalty and promotions		
15	Connection with BCB's data warehouse to enable regular transfer of customer data. Integration of daily analytics (user engagement, transactions, revenues, product movements) and transaction		

	events with summary and alerts to BCB data warehouse		
16	Possibility to configure alerts and anomaly detection on fan driven events/transactions		
17	Build and maintenance of the Platform.		
18	Integration with other platforms, infrastructures		
19	Security and process for storing and managing off chain data, if any		
20	The Platform and Digital Collectibles/NFTs solution should be designed to enable an easy transfer to either the BCB or another entity to deliver these services at the end of the agreement or if mutually agreed.		
21	Provide evidence that the sale of NFTs of the type(s) described in your solution is not prohibited in the proposed territories of operation and evidence that any legal requirements, for the company or any relevant third parties to be authorized/licensed/registered with any regulators in the territories, will be satisfied (e.g. registration with a regulator for the purposes of AML supervision under the FATF Recommendations).		
	Provide evidence that any compliance requirements relating to the sale of NFTs in the territory will be satisfied (e.g. KYC on, and communication of risk warnings to, users)		
22	Platform to have 99.9% up time		
23	Platforms commitment to other service level parameters like latencies, cross device/channel (browser) compatibility, discoverability across geographies		
24	Customer response time for issues, with average TAT(Turn Around Time)		
25	Provide evidence that regulations concerning the processing of users' personal data will be satisfied		

## APPENDIX B - ROADMAP

Please proposes a roadmap for product development and launch as per following format:

Activity	Date
<b>Product development &amp; Approvals:</b> Platform prototype, BETA testing, product presentation planning, design finalization, BCB integration nomenclature finalization	.....2022
<b>Market Planning:</b> Footage/clip integration and access, distribution plan, marketing & communication plan, sales and data collection strategy, platform finalization, clip finalization, marketplace planning, copyright/trademark finalization, site protection policy and terms	.....2022
<b>Soft launch:</b> Final approvals and product sign off, Integration with ICC digital platforms-content-commerce, MT20WC 2022 product plan, customer service, after sales support	.....2022
Full launch	.....2022

## APPENDIX C - FINANCIAL OFFER

Each Applicant is required to detail in its EOI and Financial Offer:

1. in relation to the provision of the Services, the financial terms and protections to apply during the Term; and
2. the financial terms and (Fixed Rights Fee) revenue sharing arrangements proposed for BCB, including clearly documenting the following:
  - a. the **Fixed Rights Fee** the Applicant proposes;
  - c. the estimated sales volumes;
  - d. mechanism for calculating differential royalties for primary and secondary marketplaces;

Applicants acknowledge and agree that the Financial Offer must be subject to the following:

1. Rights Fee for Official NFT Partnership Rights of BCB (i.e. the Offered Value) should be paid in two (02) equal installments in the following manner:
  - **1<sup>st</sup> Installment – 50%** within 02 days (48 hours) from the date of issuing the Letter of Intent (LOI) by BCB.
  - **2<sup>nd</sup> Installment – 50%** by October 31, 2023;

Failure to make the payment within 02 days (48 hours) from the date of issuing the Letter of Intent (LOI) by BCB shall be considered as material breach and as a result the Official NFT Partnership Rights of BCB shall be automatically terminated.

Any decision taken by BCB regarding financial obligations shall be binding on the successful participant / Partnership Rights Holder.

2. BCB will require a rolling bank security covering the payments to BCB against outstanding payment of rights fee so that there shall not be any period during which BCB does not have valid and effective bank security.
3. Rights Fee must be calculated in US dollars or BDT and net of any and all taxes, withholdings or other deductions and excluding all costs in providing the Services which must be borne by the Applicant.

## APPENDIX D – DECLARATION

### **Invitation to Expression of Interest (EOI): Official Digital Collectibles/NFT Partnership Rights of BCB**

We understand and accept the terms, conditions and procedures set out in the General Guidelines for EOI submission for Official Digital Collectibles /NFTs Partnership Rights under Expression of Interest (EOI) Process, and in particular, our understanding and acceptance of the terms and conditions of Sections 5, 6 , 7 and 8 of the EOI submission Guideline.

We acknowledge and agree that all copyright and other Intellectual Property Rights and commercial rights in relation to the BCB Events and BCB Marks are owned by BCB and we will obtain no rights in the same other than any rights expressly granted to us if our EOI is successful.

We acknowledge and agree that we remain liable for the performance of any relevant obligations imposed by Applicable Law.

We acknowledge and declare that we do not have any direct or indirect association with any Betting, Online Betting, Gambling, Tobacco and Alcohol (surrogated and non-surrogated) related business/activities.

We acknowledge that we have entered into a confidentiality agreement with BCB (the "**Confidentiality Agreement**") which governs the use of Confidential Information (as defined in the Confidentiality Agreement) and that the provisions thereof continue to apply in respect of our EOI submission.

We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us and any other person who may have contributed or participated in any way in the preparation and submission of this EOI (including any responses to requests for further information by BCB and/or their officers, employees, agents or advisers and any negotiations with BCB and/or their officers, employees, agents or advisers) whether or not any agreement is entered into by us with BCB.

We acknowledge and agree that this EOI and Financial Offer is irrevocable and binding on us until **10<sup>th</sup> October 2022** (unless such period is extended with our agreement). We further acknowledge and agree that this EOI Submission may not be amended or withdrawn without BCB's prior written consent, and that any revisions and/or amendments to this EOI Submission that have previously been approved by BCB in writing shall likewise be irrevocable and binding on us.

.....  
Signed:

.....  
for and behalf of [Insert full corporate name of Applicant]

by:

.....  
[insert name and position]

**Note – in the event of a consortium EOI Submission, this letter should be delivered signed by each consortium member; BCB may in its discretion accept a submission signed by the consortium lead, with separate evidence that the other consortium members are also bound by its terms.**

## Bank Guarantee Format

SPECIMAN

### Name of the Bank

To ----- ----- -----	Bank Guarantee No. For Taka ..... [BDT ..... only] Date of Issue: Date of Expiry:
-------------------------------	--

Bank Guarantee No----- Date: ----- for Tk ..... (BDT) only.

**Name of the Bank**, a banking company having its Head Office at -----  
 -- (herein referred to as the “Guarantor”)

### IN FAVOR OF

-----, having its Head Office at -----  
 -----

Now, we, Name of the Bank, ----- Branch “GUARANTOR” hereby issue the irrevocable and unconditional Guarantee and hereby agree & undertake.

1. To pay forthwith up to a sum of Tk. ....../= (Taka.....) only to name of Beneficiary on your written demand unconditionally and without cavil or reference to the Client.
2. Our liability under this Guarantee is limited to Tk. ....../= (Taka .....) only.
3. This Guarantee will remain valid for next .....from the date of issue. This Guarantee however shall be renewed for further one year/en-cashed upon receiving request from the Beneficiary in writing within the validity.

**Date:**

(Authorized Signatory)

(Authorized Signatory)