



RFQ REF. No.: ROBI/SCM/RFQ/Y24/0470

INSTRUCTIONS TO BIDDER (ITB)

Title of the RFQ:	RFQ for Frame Agreement for Activation on Wheel	RFQ Ref. No.:	ROBI/SCM/RFQ/Y24/0470
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This Request for Quotation (RFQ) document is strictly confidential and shall not be disclosed to any third party without the expressed prior written consent of Robi Axiata Limited (hereinafter referred as Purchaser).

Should a breach of confidentiality occur at any time during the Bid process, Robi Axiata Limited reserves the right to disqualify the Bidder and may choose not to invite the defaulting Bidder to any future Bid exercises.

TO	FROM
Dear Concern,	Khondakar Nasir Uddin Mahmud SCM Finance Robi Axiata PLC Mobile: +8801819210424 Email: nasir@robi.com.bd Robi Corporate Office The Forum, East Tower, Level-8 187-188/B Bir Uttam Mir Shawkat Sarak Tejgaon, Dhaka-1208, Bangladesh www.robi.com.bd

On behalf of Robi Axiata Limited your company is hereby invited to quote your best prices for the below listed/ attached Scope of Works and/or Services. The quotation shall be based on the terms and conditions of this Request for Quotation (RFQ).

SCOPE OF WORKS AND/OR SERVICES AND PRICE

Sl.	Item(s)/ Detail(s)/ Description(s)	Quantity (A)	Unit Price in BDT (Inclusive Tax) (B)	Applicable VAT Rate (%) and Amount (C)	Total Price in BDT (D) D = A * (B+C)
1	As per Attached SoW & Quotation format (BoQ)				

GENERAL TERMS AND CONDITIONS

- 01. Price and VAT and Tax:** All prices are including all applicable taxes, duties, other charges and VAT. The Purchaser shall deduct Tax and VAT, if applicable, as per Laws of Bangladesh.
- 02. Delivery:** The Supplier will deliver or make the Goods and / or Services available to the Purchaser at the place specified in the PO, on the Agreed Date of Delivery.
- 03. Delivery Mode:** Partial Delivery Allowed / Not Allowed etc.
- 04. Acceptance Process/ Certificate:** Accepted upon satisfactory delivery at preferred destination/ upon satisfactory installation/ upon satisfactory commissioning, testing and completion of services etc.
- 05. Liquidated Damages for Delay:** In the event that service provider is unable to deliver the goods and/or services on the agreed delivery date the Service provider shall notify the Purchaser the earliest possible opportunity. If the actual date of delivery occurs later than the agreed delivery date mentioned in the PO and the delay is caused by the supplier, the Purchaser shall have the right to claim liquidated damages for delay at the rate of 1% (one percent) per day of delay up to and including 01 (one) week. For further delays the percentage shall be 2% (two percent) per day until actual date of delivery. The maximum liquidated damages per event of delay shall be 30% (thirty percent) of the PO value of the delayed goods and/or services.
- 06. Liquidated Damages for Non-Performance:** The purchaser shall have the right to deduct 30% to 100% of PO value for any failure of the job and/or for poor performance of the job and/or if not meet the requirement mentioned in the PO.
- 07. Invoice:** The Supplier shall issue the invoice for the Goods and/ or Services ordered in the form of MUSHOK 6.3 mentioning Robi Axiata PLC VAT Registration Number (5091011261) after the Actual Delivery Date. Applicable VAT and any similar indirect taxes, levies or fees charged in accordance with Bangladeshi law shall be separated in the invoice. The invoice shall refer to this PO number and be issued to the agreed address as set out in the PO. The Supplier must submit copy of respective treasury deposit challan as and when required by the Purchaser. All invoices and supporting documents shall clearly show: (i) the total valuation of the performance to the date of such invoice; (ii) the aggregate of all payments previously made or credited to the PO; (iii) the PO Number.
- 08. Payment Terms:** 100% of payment would be paid through A/C Payee Cheque after completion of the total job. Payment shall be made within 65 days from the receipt of the corrective invoice and the VAT 11 challan from the supplier in favour of the Robi Axiata PLC.
- 09. Subcontractor:** The Supplier is completely responsible for his Subcontractors as if it were his own obligations. The Purchaser has the right to reject any sub-contractor or third parties of the Bidder without giving any reasons. The Supplier shall not be relieved of any responsibility or accountability for any part of the total Scope of Quotation performed by sub-suppliers and/or third parties of the Supplier.

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10. **Cancellation and/ or Suspension and/ or Termination of PO:** The Purchaser reserves the right to cancel and/or suspend and/ or terminate full or any portion of the Purchase Order (PO) at any time, or, if quality is not satisfactory and any material breach by the Supplier.
11. **Confidentiality:** The Purchaser and the Supplier shall keep the PO and any information, which either party learn about the other in strict confidence, will not disclose the same to any third party and shall not issue any news release, advertising publicity or promotional material without the prior written consent of the other party.
12. **Conflicts and Order of Precedence:** In case of conflict between drawings, specifications, Scope of Works and/ or Services and/or this PO, the Supplier shall bring such conflict to the attention of the Purchaser for resolution before progressing further. In case of conflict, the order of precedence in resolving such conflict shall be as: (i) the terms of this PO; (ii) Scope of Works and/ or Services (iii) the specifications; then (iv) the drawings.
13. **Dispute Resolution:** Any dispute arising in connection with the PO will be settled by good faith negotiations between the Purchaser and the Supplier. If the the Purchaser and the Supplier fail to resolve the dispute through negotiation within 14 (fourteen) days from the date of written notice of one party requesting for negotiation, the matter may be resolved following the Arbitration Act, 2001 and the arbitration place shall be Dhaka, Bangladesh
14. **Governing Law:** This PO shall be governed and construed in accordance with the Laws of Bangladesh.

GENERAL INSTRUCTIONS TO BIDDERS

01. **Purchaser's Right:** The Purchaser reserves the right to accept/ cancel/ reject any or all offer without assigning any reason. The Purchaser is not obliged to purchase the lowest offer or any offer at all. The Purchaser reserves the right to share the Bidder's response to this RFQ with its advisors and Purchaser Business Units. Purchaser reserves the right to: conduct negotiations with one or more Bidder and/ or accept the Bid without any negotiations.
02. **Bid Submission/ Closing Date:** As per Robi eSourcing Platform.
03. **Quotation Validity:** The Quotation shall be valid for sixty (60) calendar days from the Quotation submission/closing date.
04. **Required Content and Structure of the Quotation:** Quotation must be submitted as per prescribed form as attached. Submitted Quotation must be in Company's Letterhead and all pages shall be stamped and signed by the Authorized Person by Bidder. Submitted Quotation must be in sealed envelope (with both company's stamp & Authorized Signature). The title on the each Envelope shall be RFQ for Frame Agreement for Activation on Wheel, Ref: ROBI/SCM/RFQ/Y24/0470.
05. **Submission of Quotation to Purchaser:** Through Robi eSourcing Platform.
06. **Other Terms and Conditions:** All other Terms and Conditions shall be as per respective policy of the Purchaser.

ATTACHMENTS: Please see the COPUA attachments docs.