
INSTRUCTIONS TO BIDDER (ITB)

FOR

**ADDENDUM TO THE AGREEMENT FOR TRANSMISSION SERVICE
[Ref. No.: Robi-LP-003337-1]**

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.

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.

1. INTRODUCTION

1.1 Invitation to the Bid

Robi Axiata Limited (hereinafter referred to as the “Purchaser”) pleased to invite your company (hereinafter referred to as the “Bidder”) to offer its best terms and conditions and technical solution in competition with other Bidders.

We request that you carefully study this Instructions to Bidder (ITB) and its enclosed documents (collectively referred to as the “RFQ”).

1.2 Purpose and Objective of this Bid

The purpose and objective of this RFQ is detailed in SoW, Draft Contract and Annexes.

2. BID SCHEDULE

2.1 Bid Closing Date

As mentioned in eSourcing Platform

2.2 Clarifications to the RFQ

2.2.1 Time Schedule for Clarifications:

Clarification Time Schedule
A. Question Template
Please submit your query within 5:00pm, July 07, 2024 via emails or phone calls
Technical
Md. Jamiul Hasan (Email: jamiul.hasan@robi.com.bd), Cell: +8801819210458
Mehedi Hasan Mithun (Email: mehedi.mithun@robi.com) Cell: +8801833183854
Copy to
Md. Tasbir Zaman Tonmoy (tasbir.zaman@robi.com.bd), Cell: +8801833183318
Mohammad Nazmus Sadat (nazmus.sadat@robi.com.bd), Cell: +8801833181121
Commercial
Md. Tasbir Zaman Tonmoy (tasbir.zaman@robi.com.bd) Cell: +8801833183318
Copy to
Mohammad Nazmus Sadat (nazmus.sadat@robi.com.bd) Cell: +8801833181121

2.3 Bid Validity

The Bid shall be valid for ninety (90) calendar days from the Bid closing date. Bidder may be requested by the Purchaser to extend the Bid validity in written format. Any associated cost shall be borne by the Bidder.

3. REQUIRED CONTENT AND STRUCTURE OF THE BID

3.1 Requirement to Completeness of Documents

The Bidder may include any additional information considered necessary for Purchaser's better understanding on a separate document titled "Additional Information".

3.2 RFQ Submission

RFQ submission shall contain (included not limited to) the followings:

Technical Submission:

- Scope of works (SoW)
- Statement of Technical Compliance (SOTC)
- Necessary & supportive documents for evaluation including company profile

Commercial Submission:

- As per the attached "Commercial Documents" folder in eSourcing Platform
- All prices must be inclusive of TAX and exclusive of VAT
- Supplier must duly fill up Commercial BoQ, Statement of Commercial Compliance (SoCC) & Supplier Information Form (SIF) including all legal documents (as applicable) mentioned in SIF.

Compliance Documents Submission:

- As per the attached "Compliance Documents" folder in eSourcing Platform.
- In ABAC & SCOC documents, company seal with initial is required in each page. In Final page, Full Name along Signature is required of signatory (company Top Management official)

Any deviation from, or alternative to, any RFQ requirements may be stated separately in the Quotation. However, this may not be evaluated by Purchaser unless a compliant response is also provided. Submitted deviations from the RFQ requirements must be highlighted and any benefits for Purchaser compared to the compliant response as well as possible obstacles shall be explained in detail. Any cost savings shall be documented.

3.3 Any other Information or Comments

Bidder may enclose supplementary information, comments or suggestions to the RFQ in a separate document.

3.4 Language

This Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English unless otherwise stated in the Bid. Supporting documents and printed literature that are part of the Bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, this translation shall govern.

4. GENERAL TERMS & CONDITIONS

4.1 Preparation Costs

1. Bidder shall bear all costs associated with relation to the preparation & submission of Bid, negotiations etc. The Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

4.2 Sub-Contractors, Third Party Co-Operation and Key Personnel

Purchaser has the right to reject any sub-contractor or third parties of the Bidder without giving any reasons.

The Bidder 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 Bidder.

4.3 Conflict between RFQ documents

In the event that the provisions of the RFQ documents are in conflict with each other, Bidder shall without delay request Purchaser which of the provisions shall prevail.

4.4 Negotiations

Purchaser reserves the right to:

- Conduct negotiations with one or more Bidder.
- Accept the Bid without any negotiations.

4.5 Confidentiality

4.5.1 The contents of this RFQ, the enclosed documents, drawings, specifications, technical and other written information and all discussions and information in connection with this RFQ shall be treated as strictly confidential.

4.5.2 The Bidder (whether or not he submits a Quotation to the RFQ) shall treat the details of this RFQ as private and confidential.

4.5.3 No information pertaining to the examination, clarification, evaluation, comparison and award of this RFQ shall be disclosed to other Bidders or any other persons not officially connected with the RFQ process.

4.5.4 The Bidder is not permitted to make any public announcement or release any information regarding this RFQ without Purchaser's prior written approval.

4.5.5 Purchaser reserves the right to share the Bidder's response to this RFQ with its advisors and Purchaser Business Units.

4.6 Modifications to the RFQ

Purchaser reserves the right to amend this RFQ. Any amendment will be distributed simultaneously in writing to all Bidders. Purchaser will if applicable at the same time inform any prolongation of Bid closing date.

4.7 Termination of the RFQ Process

Purchaser reserves the right to terminate the RFQ process at any time without cost to Purchaser.

4.8 Rejection of Bids and Bidders

The Purchaser reserves the right to reject:

- Any Bid not complying to the RFQ
- Any Bid delivered after the Bid closing date and time
- All Bids or parts thereof, all or any Bidder without stating any reason.

4.9 Intellectual Property Rights (IPR)

All RFQ documents remain the property of Purchaser and shall not be copied or submitted to a third party unless prior written consent has been given by Purchaser.

4.10 Principles of Communication

Purchaser may distribute questions and answers from/ to the Bidder in an anonymous form to all the Bidders.

4.11 Lobbying

Bidder is advised not to participate in any lobbying activities. Any such action may result in rejection of a Bidder.

4.12 Disclaimer

4.12.1 The material presented in this RFQ does not necessarily contain all the information that a prospective Bidder may require.

4.12.2 Purchaser expressly disclaims all liability, which may be based on the information or any other written or verbal information made available in connection with this RFQ or subsequent amendments.

4.12.3 The Bidder is required to make such independent investigation and verification as it deems necessary and must assume full responsibility for any decisions it may take.

4.12.4 The volumes wherever mentioned in the Documents are merely indicative figures and should not be construed as any kind of committed volumes for the potential contract with Purchaser.

4.13 Applicable Law

To any question regarding the validity, scope, meaning or interpretation of the RFQ and the Bid, the Laws of Bangladesh shall be applicable.