

REF: BBL/Proc/Rfq/Y23/ 129 (20000001805)

Dated: April 17, 2023

Subject: Request for Quotation for Data Link connectivity for 21 Location

Dear Sir:

BRAC Bank Limited invites Financial and Technical proposals **separately** for the Link Connectivity mentioned in the RFQ from reputed IT Companies having experiences in Telco & Banking and are OEM authorized partners.

General Terms and Conditions:

1. **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.
2. **Bid Submission/ Closing Date:** The bidder has to submit their Technical bid in BBL Fusion Portal by **10:30 AM, April 27, 2023** (Bangladesh Standard Time) at <https://eega.fa.ap1.oraclecloud.com/>.

Vendor will submit technical proposal & commercial offers in 2 separate files. The Purchaser reserves the right to reject any Offer submitted after the Closing Date. The Purchaser reserves the right to change the Time schedule at any time.
3. **Quotation Validity:** The Quotation shall be valid for One Twenty (120) calendar days from the Quotation submission/ closing date.
4. **Manipulation or any kind of unusual approach or failure to submit the proposal/offer within stipulated time frame will be treated as "Disqualification" to attend in the bidding.**
5. Vendors must submit the filled up and signed (by minimum CXO or Director level) 'Supplier Relationship Declaration Form' attached below.
6. In case a willing participant does not have Fusion ID or is not enlisted, they are requested to express their interest to participate by mailing the following documents to shakil.ahmed@bracbank.com. **April 26, 2023 [11:00 AM]** by email: (Mail size Should not exceed 10 MB)
 - a. Trade License/Certificate of Incorporation
 - b. TIN Certificate
 - c. BIN Certificate
 - d. Bank Solvency/Bank Statement
 - e. Company profile
 - f. Tax return Acknowledgement Slip
 - g. Contact persons :Name, Mobile no, Email Address

7. **Point of Contact:**

Point of Contact: For technical issues please communicate with **Mr. Saiful Haque Robin**, Cell: +88 01713187775
Email: mohammadsaiful.haque@bracbank.com.

For Commercial Issues please communicate with **Shakil Ahmed**, +8801730098000, shakil.ahmed@bracbank.com.

8. After quoting price in Oracle Fusion (BRAC Bank ERP system), bidder has to submit breakdown of price through a mail. If ERP/system price does not match with breakdown price then BBL will consider ERP/system price or breakdown price, whichever is lower, as final one. BBL also reserves the right to disqualify the vendor if price differ.

9. If procurement committee deems that the existing outcome of a particular Open tender is not suitable/viable/feasible/lucrative enough to meet BBL standard and expectation, the particular bid may be negotiated with most suitable vendor(s) or may be floated again as re-tender to allow participation that may ensure submission of better technical and commercial proposals to suit BBL need/expectation the best.

Commercial Terms and Conditions:

1. **Price and VAT and Tax:** The quoted price must include carrying cost, maintenance, installation, commission, manual labor charge and any kind of charge thereof-if applicable. The price must also include applicable withholding Tax and VAT, which shall be deducted during payment as per Government rules and regulations.
2. **Delivery Place & Time:** The Bidder will deliver the product as per instruction of BBL Concerned department, on the Agreed Date of Delivery. The Delivery time must be mentioned in vendor's offer.
3. **Liquidated Damages for Delay:** The Bidder has to complete the entire work within the stipulated period as mentioned in clause no 2, in failure 5% of total contract value will be deducted for each Week delay but Penalty will be considered pro-rata basis. Bank will not consider any delay in delivery unless due to force majeure (Natural, Political, Government or other similar factors that are out of control of the participant).
4. **Payment Terms:** Payment will be made after successful completion of the job and upon submission of the bill with work order and original challan which is duly signed by authorized personnel of BBL (IT Person's Sign, Name, PIN & Seal, if available). Payment will be made through Bank Account only. BBL will deduct all applicable withholding income Tax and VAT from the invoice at the time of payment as per Government Rules. Any advance payment and payment milestone fixation request is subject to BBL Policy and Management approval.
5. Bank Reserves right to conduct 2nd or multiple rounds of bid if deemed necessary.
6. BBL reserves the right to call in the bill of Entry for availing applicable adjustment in the VAT or ATV at import stage.
7. **Any Terms/Conditions in Bidders' offer contradictory to this Instruction to Bidder (ITB) may lead to disqualification.**