

Report On
Contract Management Process of Robi Axiata Limited

By

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An internship report submitted to the **BRAC Business School** in partial fulfillment of the requirements for the degree of **Bachelor of Business Administration**

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BRAC University
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Declaration

It is hereby declared that

1. The internship report submitted is my own original work while completing degree at BRAC University.
2. The report does not contain material previously published or written by a third party, except where this is appropriately cited through full and accurate referencing.
3. The report does not contain material which has been accepted, or submitted, for any other degree or diploma at a university or other institution.
4. I have acknowledged all main sources of help.

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Letter of Transmittal

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Subject: Internship report on Contract Execution and Archiving; Difficulties & Resolving of the Process

Dear Sir,

This is my pleasure to display my internship report on “Contract Execution and Archiving; Difficulties & Resolving of the Process” of Robi Axiata Limited, which I was appointed by your direction. I have started my journey as Finance Intern at Robi Axiata Limited from 17th May,2022 to 16th August,2022.

I have attempted my best to finish the report with the essential data and recommended proposition in a significant compact and comprehensive manner as possible.

I trust that the report will meet the desires.

Sincerely yours,

Anika Rahman Akhi
18304087
BRAC Business School

Acknowledgement

First of all, I would like to express my gratitude to the Almighty Allah for giving me the strength to perform my responsibilities as an intern and complete the report within the agreed time and also to my parents who constantly give support. I am deeply thankful to my Faculty Advisor Dr. Md. Arif Hossain Mazumdar, Assistant Professor and Co-Advisor Dr. Mohammad Shahidul Islam, Assistant Professor, BRAC Business School. Besides, I am grateful to BRAC University for their whole-hearted supervision during my organizational attachment period. I am also grateful to Syed Tausif Azim, Manager, Contract Partner Management, Robi Axiata Limited for guiding me as my organizational supervisor. It would have been very difficult to prepare this report up to this mark without their guidance.

Moreover, I would like to thank to Mohammad Hafiziur Rahman, VP, Mohammad Tauhidur Rahman, GM, Mohammad Amjad Hossain, Manager, Raidha Fariha Binte Mamun, Specialist and Absar Ishraq Wasi, Specialist for helping me to finish the report. Additionally, I would also like to express my gratitude to my Robi Axiata Ltd Fellows, seniors and colleagues who gave me good advices, suggestions, inspirations and support. I must mention the wonderful working environment and group commitment of this organization that has enabled me to deal with a lot of things.



Executive Summary

This report is prepared based on my practical experience of three months internship and the available data of Robi Axiata Limited on Internet. The internship was helpful to know about the telecommunication industry. Robi Axiata Limited is currently the second largest telecom company in Bangladesh. It is a joint venture of Axiata Group Berhad, Malaysia and Bharti Airtel. The company has started its journey in 1997 as Telekom Malaysia International (Bangladesh) under the brand name Aktel. In 2010, Aktel rename their brand as Robi. As part of its growth, Robi merge with Airtel in 2014 which was country's biggest merger in history till now. In 2020, Robi first step into the stock market of Bangladesh. 10% of its ownership is now up to public.

This report was created based on my observations and experience with the firm. The firm has several divisions and departments. Contract And Partner Management department is under finance division which have to stay connected with all other division and be a part of their projects.

Contract and Partner Management department works with the contract that are made between the company and other parties. There are various kinds of contract and dealing with each of the contract is also different. This report contains the process of contract execution and archiving along with the difficulties and resolving.

The image shows a large, semi-transparent watermark of the Robi logo. The logo consists of the Bengali characters 'রবি' (Robi) in a stylized, pinkish-red font. To the right of the text is a graphic element composed of several overlapping triangles in shades of pink and purple, arranged in a circular pattern.

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Overview of Internship

3 Months Internship period in
Contract & Partner Management, Finance Division at
Robi Axiata Limited
53 Gulshan Avenue (South), Gulshan 1
Dhaka 1212

Company Supervisor: Syed Tausif Azim
Manager, Central Contract Management
Finance Division



Figure 1: Business Card of Organization Supervisor

1.1 Job Scope:

Finance Intern in Central Contract Management is accountable to track the contract until execute & archive; to help in conducting the process of contract execution and archiving.

- Taking Recommendation for the contracts for proceeding further
- Collecting Vetting from the Legal
- Communicating with the Buyer & User for the proceeding
- Managing Vendors
- Making a Summary of the Contract

- Communicating & taking approval from the VAT/TAX and Financial Accounting & Management Reporting (FAMR) department
- Archiving the executed contract

1.2 Internship Outcomes:

I was given the opportunity to work as an intern in the Finance Division of Robi Axiata Ltd. Under finance division, there has seven department out of which, I have been working at Contract and Partner Management department. Contract and Partner Management department basically work with contracts that are legally made between Robi and other parties.

Communication: The contracts are made based on the demand of users who are usually belongs from the various departments of Robi. Also, there has a buyer who buys the goods or services for them. In order to have the contract done, the contract team/the team I have worked for, has to deal with both o the user and buyer. Moreover, the other party who will supply/deliver the goods or services has a very significant role to make this contract. So, for this, the contract team needs to communicate/ deal with them as well. As I have worked with the contract team, I have communicated with all the parties. Thus, my communicating skills have increased more than previous.

Government Regulations: Different parties sign the contract and while signing, they look for some essential terms and clauses related to the separated accounts (Financial Statements), government regulatory etc. Working with finance department has taught me how to clarify those in order to avoid future dispute.

Legal Terms: As a part of my job, I have needed to mitigate the confusions of all parties while executing the contract. By doing this, I have learned so many legal terms as well as the tricks of answering any questions in a satisfactory manner.

However, it's a work full of patience while dealing. I have learned that how to stay calm and handle any difficulty.

Efficient Use of Technology: Throughout my internship, I have also learned to use some tools in an effective and efficient way. For example, Ms. Word, Ms. Excel etc.

Besides, there was some other hardware machinery such as large printer, scanner etc. As a part of my job, I have needed to use those for contract executing and archiving. Some of those I have never use the way a company have to use.

Overview of the Company

Axiata Group Berhad of Malaysia controls 61.82% of Robi Axiata Limited, which was originally founded in 1997 as Telekom Malaysia International (Bangladesh) under the brand name Aktel. Bharti Airtel of India owns 28.18% of the company, and the general public owns the remaining 10%. The company appeared on the nation's two stock exchanges, Dhaka and Chattogram, on December 24th, 2020, with the largest IPO ever. In 2010, the corporation renamed itself to Robi Axiata Limited and used the "Robi" symbol.

On November 16, 2016, in keeping with an Act of the People's Republic of Bangladesh, the merged group Robi Axiata Limited (Robi) and Airtel started conducting business. As of now, this is the country's largest merger and the first merger in Bangladesh's mobile telecom sector.

With 54.5 million subscribers as of the end of the second half of 2022, trying to make up 48.3% of the total subscriber base and 65.1% of data users, Robi was the second-largest mobile network operator in Bangladesh. Additionally, the company has the highest industry-wide percentage of data users (74.2%).

The company is the first in the country to provide 4.5G service among all 64 districts. Apparently, on February 20, 2018, the first day of the service's product release, Robi reached the significant moment. By the end of 2021, Robi's 4.5G network, which now has 14,961 nodes, will cover 98.2% of the population.

Through launching several first-of-their-kind digital services, the organization has pioneered the delivery of mobile financial services to people living in remote areas in rural and semi-urban areas. It is the first mobile operator in Bangladesh to conduct a 5G trial run successfully and the first to give out Voice over LTE on its 4.5G network.

Robi has been deeply concerned in socioeconomic development, having based the most important on-line school, Robi-10 Minute school, also installed safe drinking water facilities in ten major railway stations and collaborated with Aspire to Information (a2i) to set up the National Call Center, 333, which has played a critical position in fighting the corona pandemic.

Robi is being also a forerunner in this industry through introducing novel digital solutions. Such as, include the county's first full-scale Islamic life-style app, Noor, a virtual entertainment platform known as Binge, a sports amusement app referred to as My sports activities, a cell-primarily based health insurance virtual service known as My fitness, a customers' virtual self-service window called My Robi, and a comprehensive audio-visual virtual music platform referred as Splash.

In January 2020, Robi unveiled a new brand positioning statement, promising to bring fresh experiences into the lives of its customers through cutting-edge digital products and services. A creative, agile work culture has developed within the organization as a result of its emphasis on

innovation. As a result, Robi has taken the initiative in the industry in employing data analytics, AI, IoT, cloud services, and a variety of other digital technologies to completely transform every aspect of its operation.

2.1 Values and Principles

Robi operates with a strong commitment to Exceptional Performance and Uncompromising Integrity (UI-EP) to assure value generation while keeping the customer at the center of all we do. To keep up with the country's growing digital landscape, Robi seeks to position itself as a leader in offering customer-centric data and digital services, with its four Guiding Principles serving as a beacon of light to pave the way. The Guiding Principles are as follows:

- I. Be Agile
- II. Inspire to Innovate
- III. Collaborate to Deliver
- IV. Do Digital

2.2 Awards and Recognition

CommunicAsia award for Innovative response to Covid-19



Figure 2: Communic Asia Award for Innovative Response to Covid-19

Robi received the CommunicAsia 2020 Awards in Singapore for Telecom Service Innovation in response to the Covid-19 category. When the country was hit by the threatening Covid-19 outbreak, Robi immediately shifted gears to ensure that they faced the new normal with agility. This resulted in a variety of novel measures to assist its clients in dealing with the pandemic's onslaught.

Best socially devoted brand in the world



Figure 3: Best socially devoted brand in the world

The globally famous web analytics company named Robi Axiata Limited the top socially dedicated brand in the world for two consecutive quarters in 2020. The rating is determined by a company's performance in three areas: the number of fans and followers on its social media platform, response time, and response rate.

Robi-10 Minute School wins International Education Award



Figure 4: Robi-10 Minute School wins International Education Award

The largest digital school of the country, Robi-10 Minute School (www.rob10minuteschool.com), has won the prestigious International Education Award (IEA) for being the “Best E-learning Platform of the year”. The award was given at the IEA Summit held in Goa, India in December, 2019.

2.3 Divisions of Robi Axiata Limited



Figure 5: Nine Divisions of Robi Axiata Limited

The nine key divisions of Robi Axiata Limited each include a number of departments, based on the demands and organizational structure of the division. A chief executive officer or managing director manages the company. A VP oversees each department, but an EVP may occasionally oversee multiple departments. CXOs are in charge of each unit. General Managers' main responsibility is to make it easier for staff members and department leaders to communicate. Managers are given specific tasks to fulfill, such as plans, programs, analyses, or assignments. Officers and Specialists are entry-level positions that perform a variety of tasks that are delegated by general managers or supervisors. An overview of each division is provided below.

1. **Market Operations:** This division is in charge of receiving monthly-designated deals from senior management. The division works to promote brand and market communication, the sale of business and corporate goods, the maintenance of contact focus, and participation in the development of new product evaluation processes.
2. **Finance:** Since they are responsible for financial planning, finance is the foundation of any corporate capacity. Robi Axiata Limited's finance division is in charge of providing support for various propositions, commercial collaboration, and the development of new products. Accounting for money, creating employee compensation sheets, maintaining compliance, etc. are all under the jurisdiction of finance. The division of finance includes the following divisions: Financial management & accounting reporting, corporate finance, supply chain management, insurance & process, financial compliance, Revenue assurance and fraud management, media buying, business partnering, planning, company secretary and transformation office.

3. **Enterprise Business:** Deals are made between corporate businesses via enterprise business. They are in charge of pitching Robi Axiata Limited's digital services, goods, and services to other companies and closing deals.
4. **Corporate Strategy:** This division's primary task is to analyze monthly revenue, growth, and KPIs while also fostering new strategic alliances for Robi. The division takes care to foresee the growth of hierarchies.
5. **Human Resources:** HR primarily focuses on hiring new employees, preparing current employees, paying representatives on time, inspiring employees, and managing hierarchical shifts. Additionally, HR is responsible for maintaining positive working relationships among all employees.
6. **Technology:** All of Robi's divisions and branches receive IT support from this division. The main tasks of this division include maintaining regional IT activities along with setting up BTS, focusing organization checks, innovation consistency, aiding employees by providing necessary tools and software, support contact focus, and so forth. A significant innovation task is managing the Robi website in addition to terms of inter and departmental sites.
7. **Administration:** It makes an effort to regulate the structure of the office, employee support and well-being, overall control of the board of employees, staff executives, and so on. Additionally, managing optional locations for emergency departure is another managerial task.
8. **Enterprise Program Management:** The CXOs and enterprise program management (EPMO) collaborate closely on the creation of various management programs. The EPMO establishes business objectives, goals, and policies for company and aids in the execution of various initiatives in conjunction with the Corporate Strategy section.
9. **Internal Audit:** The internal audit department of Robi aims to verify that operations are worthwhile, that financial reporting is accurate, that fraud is detected and investigated, and that assets are protected in adherence to the law and standards.

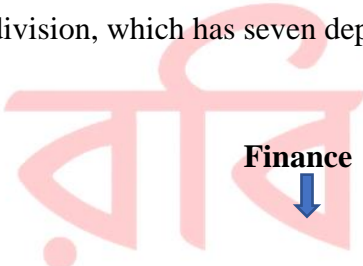
2.4 Management Practices:

Robi brings a simple, impeccable level of leadership to every workplace. Each individual employee provides the advice under the structured supervision.

The Robi Axiata Limited administration building is a substantial structure. The Acting CEO and CFO, M. Riyaz Rasheed is a Fellow Member of the Chartered Institute of Management Accountants of the United Kingdom (FCMA UK, GCMA) and a Fellow Member of the Sri Lanka Institute of Chartered Management Accountants (FCMA SL). Under the direction of the acting CEO, the Chief Operating Officer (COO), the Chief Technology Officer (CTO), the Chief Enterprise Solutions Officer, the Chief Corporate & People Officer and the Finance Director. There are VPs and chief VPs for each division. They receive direct reporting from the GM and LM. The line chief is the manager and deputy manager's superior. Executive bodies and specialists support them. Assistants and junior officials are entry-level positions.

2.5 Assigned Division Detail

I work with the Finance division, which has seven departments.



Finance
↓

Contract & Partner Management	Market Operation Strategic Procurement	Supply Chain Management	Treasury & Investor Relations	Financial Accounting & Management Reporting	Process & Digitization	Strategic Finance & Business Partnering
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Figure 6: Seven Departments of Finance Division

2.6 Marketing Practices:

Marketing Division has six units; A&P and Brand, Development of Items, Global Roaming, Corporate Sales, Direct Sales, Vendor Management. A&P and Brand stands for advertising and public relations. The board, general brand, and advancement initiatives of the organization are under the control of this division. Both indoor (print and electronic) and outdoor (announcements, street upward, and other forms of media) media are covered in this topic. The Development of Items unit, like an organization's R&D department, is in charge of creating new goods and services. This division and the advertising research center have close relations. The global or international roaming (IR) section is in charge of ISD, international SMS, and other services. The principal mission of this section is to negotiate with unknown telecom businesses in order to get control of them and therefore increase global inclusion. The corporate sales department is in charge of overseeing the sale of goods and services to various organizations. The unit chooses to get into arrangements with several firms to become Robi's corporate clients and solely handle corporate sales. Direct sales are responsible for selling products and services to the general public through customer care centers.

2.7 Promotion & Advertisement

Robi GSM (Global System for Mobile Communications) is working hard to convert all non-clients to mobile phone users by emphasizing the benefits of GSM services and using Robi to make their life easier. To better serve the market, their target market will be segmented based on psychographics and company locations. They will continue to work on developing a superior product indefinitely. Quantitative surveys will be conducted on a regular basis. They will utilize their import to design new items based on the data they will get from reviews. In this manner, the product will be created to meet the demands of the consumer.

Robi is involved in a number of promotional initiatives. In promotional efforts, television, radio, newspapers, magazines, leaflets, pamphlets, and other media are all employed. Robi has also placed boards in strategic spots to attract people and market their goods and services in order to grow their clientele. Branding has been communicated in order for Robi to achieve image consciousness.

Robi is aiming to distinguish itself from its competition by establishing it as a one-of-a-kind offering. Billboards must reach out and engage with customers in order for them to learn about Robi's products and services. Many basic streets and big malls in the Dhaka region, such as Eastern Plaza, where young people congregate, have notifications placed. This would attract clients of a certain age range, such as adolescents and adults in their mid-twenties, who spend a lot of time together and are up to speed on current events. Notices have been displayed on key thoroughfares and large commercial areas around Dhaka, including Eastern Plaza, where predominantly young

people congregate. This would appeal to a certain age group of clients, such as adolescents and those in their mid-twenties who enjoy spending time with people and keeping up with current events.

In this approach, Robi may successfully obstruct its goal by promoting their products and services through these numerous media, including electronic and print advertisements, resulting in a larger endorser base and therefore a higher possible portion of the entire market. The Commercial Division sends out leaflets, brochures, or booklets to potential consumers so they may learn about and compare Robi's various packages.

2.8 Industry & Competitive Analysis:

2.8.1 SWOT Analysis

<p style="text-align: center;">Strengths</p> <ul style="list-style-type: none"> ➤ Experienced Management Team ➤ Diversified Business Exposure & Strong Brand Image ➤ Widest Roaming Services ➤ Structured Recruitment Process 	<p style="text-align: center;">Weaknesses</p> <ul style="list-style-type: none"> ➤ Weak network outside of Dhaka ➤ Higher Operation Costs
<p style="text-align: center;">Opportunities</p> <ul style="list-style-type: none"> ➤ Can be the largest Mobile Operator ➤ Better Customer Understanding ➤ Attracts young generations 	<p style="text-align: center;">Threats</p> <ul style="list-style-type: none"> ➤ Strong Government Regulations ➤ Strong Competitors ➤ Switching Tendency of Customer

Figure 7:SWOT Analysis of Robi Axiata Limited

Strengths:

Robi has strong leadership with an experienced Management Team. Dynamic business decisions have been taken by this team which lead to an outstanding accomplishment. Besides, Robi has diversified business exposure. For instance, Robi 10 Minute School, the largest online educational platform got national and international recognition. Also, they endorse countries renowned faces as their brand ambassador such as Tamim Iqbal, ODI Captain of Bangladesh Cricket Team, Siam Ahmed, one of the leading actors of Bangladesh, Safa Kabir, television artist of Bangladesh. Moreover, Robi has the widest roaming coverage comparing to their rival. They have their roaming services in 77 countries in the world. Furthermore, Robi has a structured recruitment process through which they enroll such talented people who take Robi in an unbeatable level.

Weakness:

However, Robi has some weaknesses which are the reason of Robi's lagging behind in some areas. Robi has a weak network connectivity outside of Dhaka. For this reason, people living in rural area are mostly avoid Robi as their operator. Also, for having comparatively less tower, Robi has a weak internet connection in some areas of Dhaka. Another weakness of Robi is, they have high operating cost which makes their profit less comparing to the rival. As Robi has merged up with Airtel, they are bearing a large cost of Airtel as well. This makes them less profitable.

Opportunities:

Robi is the second largest mobile operator in Bangladesh with the opportunity to be the largest mobile operator. Offers provided by Robi is understandable to the common people. Moreover, merging with Airtel makes Robi more attractive to the young generation of Bangladesh. The avail offers of Robi is more suitable for them which is the major reason to choose Robi over other mobile operators.

Threats:

As government impose different laws for the telecommunication industry, it becomes a threat for Robi as well. For instance, government has set up a rule that mobile operator companies can not set up towers by their own rather the other four companies like Summit, Edotco etc. will set the towers and Robi and other companies pay the rent to use them. Besides, the Robi has the strongest

competitor which supplies the higher network in rural areas. Therefore, the customers have the switching tendency.

2.8.2 Porter's Five Forces Analysis

Analyzing Porter's Five Forces model, here we will see the competitive environment of Robi in the telecommunication industry in terms of their operation. It will help to understand the competitive scenery of the industry and how the company fitted in it. Also, it determines the level of competition and, as a result, the attractiveness of an industry in terms of profitability.

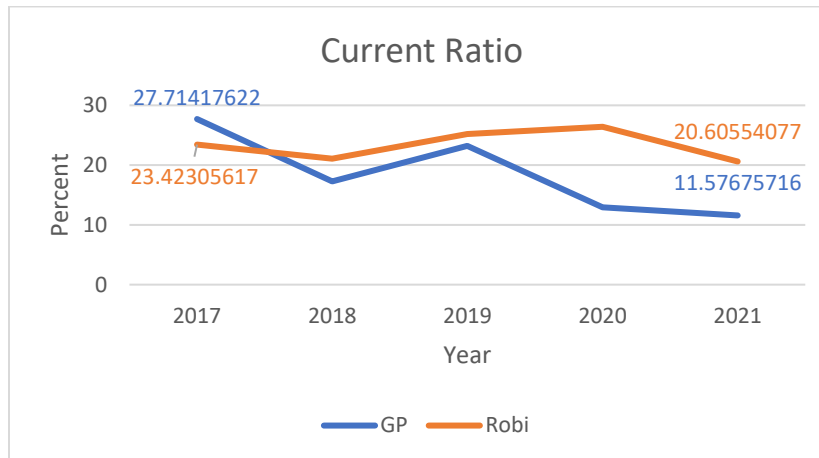
- 1. Threat of New Entrants:** Bangladesh have already 4 Mobile Operators which are running successfully in the market. They have strong brand positioning and economies of scale at network coverage in the industry. Besides, Bangladesh Government has enforced strong rules and regulation in this industry. For example, prohibition on own tower set up, imposition higher tax on SIM card, strong tariff control by the authority etc. Considering all of these, few can think to enter in the market. So, it can be stated that the threat of new entrants in Bangladesh Telecommunication Industry is moderate to low.
- 2. Threat of Substitute:** As a high-tech industry, mobile telecommunication companies need to innovate a better technology to substitute. However, Bangladesh is quite weak in innovation. That is why, threat of substitute for Robi is lower.
- 3. Bargaining power of Buyers:** Buyers in Bangladesh Telecom industry get the higher preference. They have 4 other companies to switch whenever they feel. Any operator offers cheaper rates attract the buyer. But the four operator keeps quite similar prices. So, the bargaining power of buyers are moderate to low for Robi.
- 4. Bargaining power of Suppliers:** In the industry, there is only 4 companies. Also, there price structure is also similar. When one of the companies bring change or add anything new, other companies immediately take steps according to that. Therefore, if the price of any service is higher, customers have no choice but accept that. Considering this, the bargaining power of suppliers is higher for Robi.
- 5. Threat of Rival:** There are four major mobile providers in Bangladesh. Each business is attempting to grow its market share by decreasing call rates, providing stronger network coverage, and providing better value-added services. The industry's average revenue per share has declined due to competition. Grameenphone is the industry leader and has a competitive advantage over rivals. Existing competitors are fiercely competitive.

2.8.3 Financial Analysis

Financial Analysis refers to the process of analyzing organization's budget, projects and other financial activities with previous years and other companies in order to examine their performance.

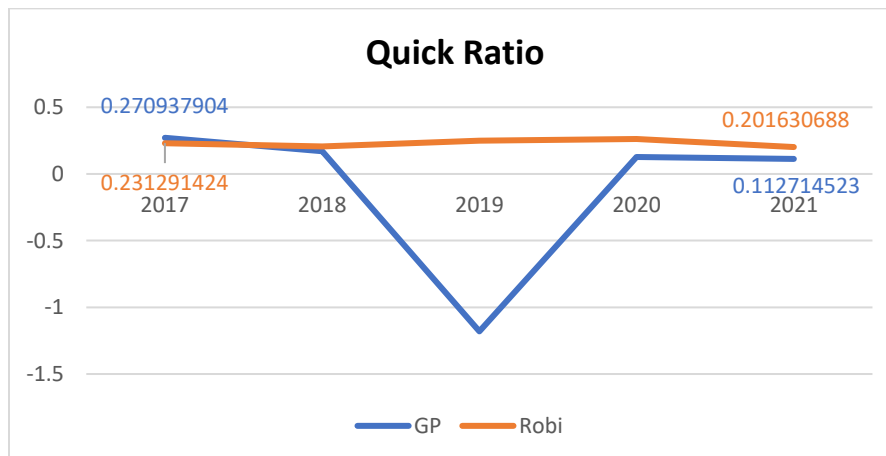
2.8.3.1 Liquidity Analysis:

Current Ratio



Current ratio is a way to determine the liquidity calculation by dividing current assets by current liabilities. From the above graph, it can measure that Robi has better current assets than GP. However, while in 2017, Liquidity Ratio of Robi was 23.42% and GP was 27.71%, it decreased over the time for both of the company. At the end of 2021, Robi holds 20.60% current ratio which indicates that the company can cover 20.60% of their existing liability with their current liquid assets. Whereas, GP holds 11.57% in this case. Clearly, Robi can meet their debt obligations better than GP.

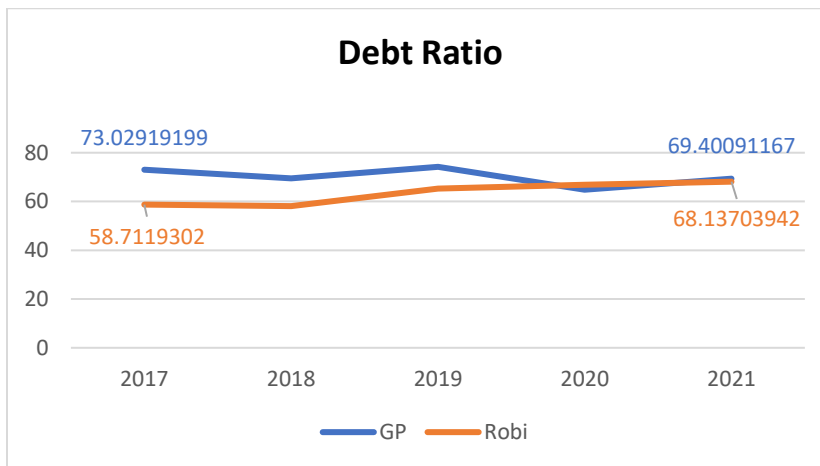
Quick Ratio



The quick (acid-test) ratio is similar to the current ratio accepts that it excludes inventory, which is generally the least liquid current asset. Higher ratios suggest a more liquid company, but lower ratios may signal that the company is experiencing liquidity concerns. Above graph shows that Robi has better Liquidity than GP.

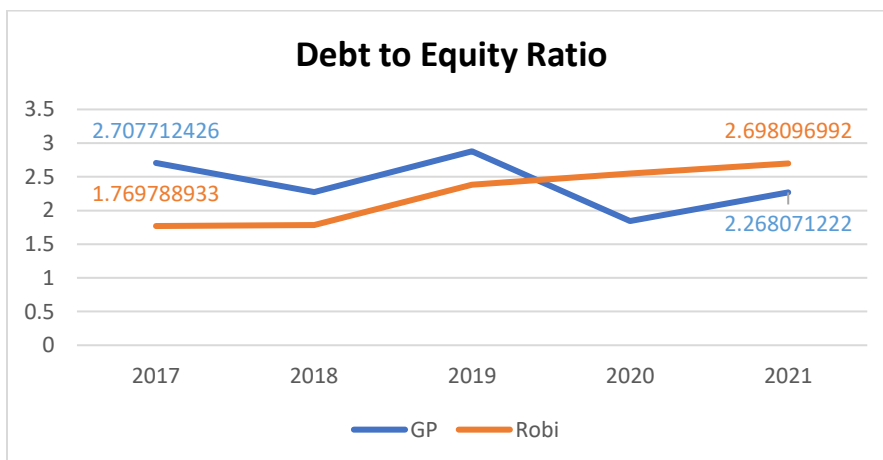
2.8.3.2 Leverage Ratio:

Debt Ratio



Debt Ratio measures the proportion of total assets financed by the company's creditors. A higher debt ratio measures that the company is using the larger amount of other people's money to finance its operations. Above graph shows that Robi is less dependable to the creditors than GP. However, both of the companies having more than 50% debt ratio indicates that the companies have financed more than half of its assets with debt over every year.

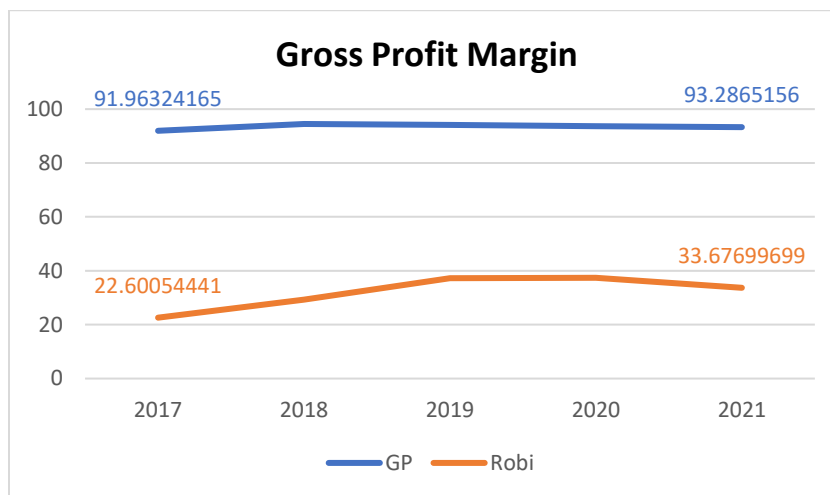
Debt to Equity Ratio



Debt to Equity ratio measures the relative proportion of total liabilities to common stock equity. Above graph illustrates that from 2017-2019 GP has more debt-to-equity ratio but in 2020 and 2021, they tried to make less. On the other hand, Robi has been gradually increasing their total liabilities to common stock equity used to finance the firm's assets. However, there can be a reason to have higher leverage ratio for Robi than GP. Robi has larger common stock equity than GP.

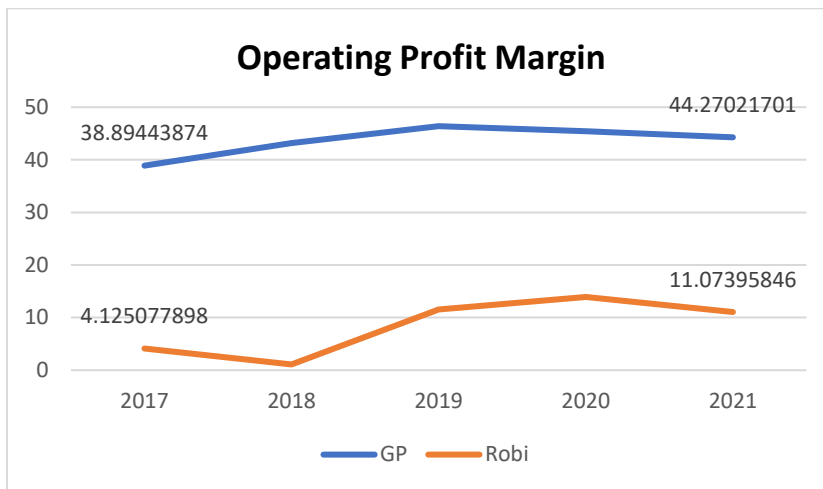
2.8.3.3 Profitability Ratio:

Gross Profit Margin



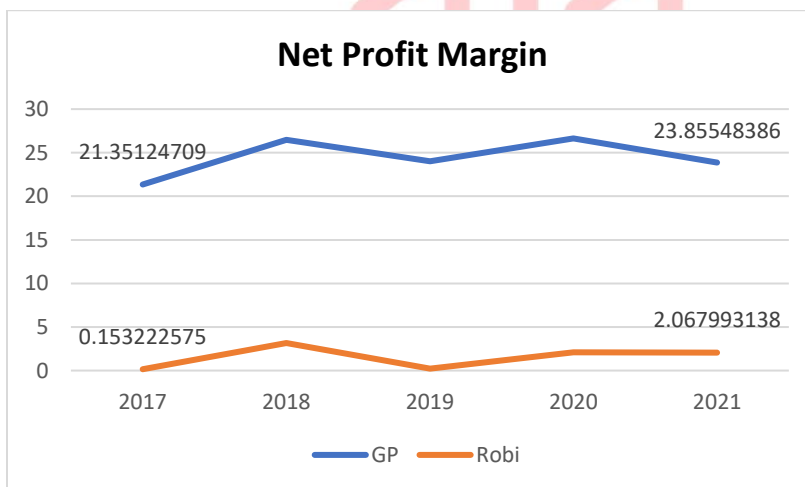
It measures the percentage of each sales dollar remaining after the firm has paid for its goods. In 2017, Robi has gross profit margin of 22.60% which increased constantly for every year and at the end 2021, it reaches to 33.67%. However, it is still low comparatively to the industry average as GP has always a higher gross profit margin. It has 91.96 % in 2017 which has gradually increased and reached to 93.28% in 2021.

Operating Profit Margin



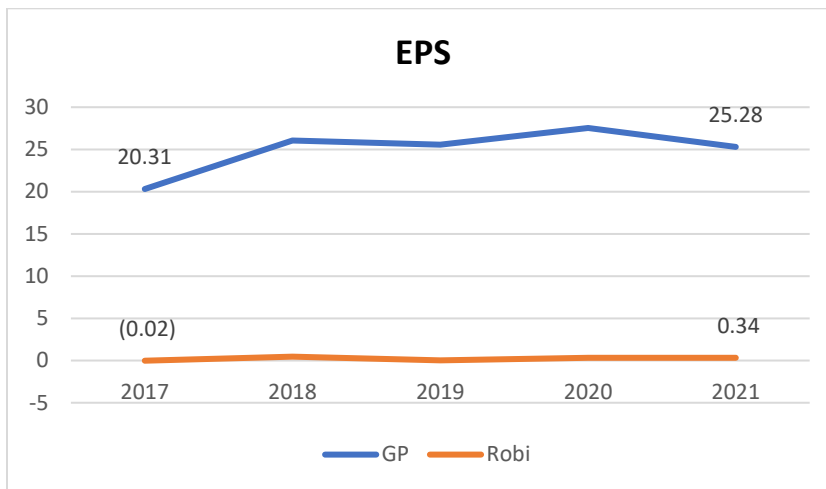
Operating Profit margin measures the percentage of each sales dollar remaining after all costs and expenses other than interest, taxes and preferred stock dividends are deducted the “Pure profits” earned on each sales dollar. Though the operating profit for Robi Axiata Limited has increased gradually, it is still much lower than Grameenphone. The reason behind this is, after the merger, operating cost of Robi has been increased.

Net Profit Margin



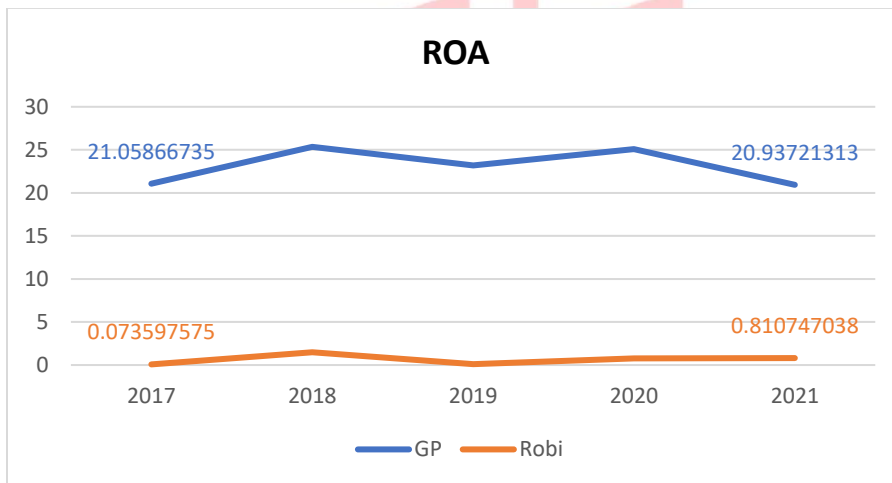
Net profit margin measures the percentage of each sales dollar remaining after all costs and expenses, including interest, taxes, and preferred stock dividends, have been deducted. In this measure, both of the telco’s are doing well slowly. However, Robi is still lagging behind than GP. The major cause for this, is that Robi has to bear the excessive costs of Airtel after the merger.

EPS



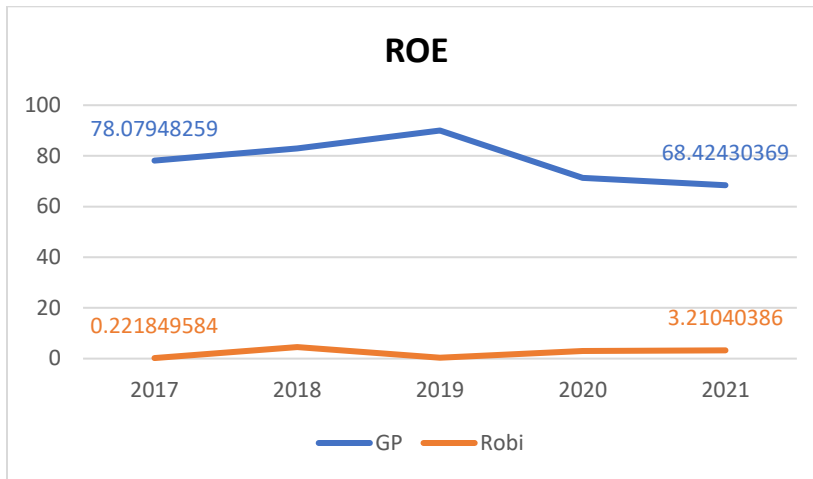
Robi has less earnings per shares over the years than GP. Also, Robi incurred losses in 2017 which leads an effect on their EPS. As Robi has merged with Airtel in 2014 and Airtel was not so profitable in Bangladesh, Robi got that effect too. Moreover, Robi has more shareholders than GP which is another reason for them to have less EPS than GP.

ROA



Return on Assets measures the overall effectiveness of management in generating profits with its available assets; also called the Return on Investment (ROI). Robi is constantly gaining less return on assets as they had incurred losses in 2017 and a very few amounts of profit in the next years. On the other hand, GP has a little ups and downs in their ROA but still it maintains a higher ROA comparatively.

ROE



Return on Equity measures the return earned on the common stockholders' investment in the firm. GP has obtained an upward trend from 2017 to 2019 and a downward trend after 2019. On the other hand, Robi has a slow and upward trend from 2017 to 2021. However, comparing to the industry average, Robi's performance is still not good.

Summary of the Organization

From the above discussion it can be stated that Robi Axiata Limited has a moderate to high business position in Bangladesh Telecom Sector. The management team and the business practices Robi Axiata Limited follows, are bringing the dynamic image for our country. From the competitive analyzation, it can be stated that Robi has a significant business potentiality in the market with good amount of profit for its shareholder. However, in financial analyzation, comparing with Grameenphone, Robi proves themselves more liquated and less Profitable.

Contract Management Process of Robi Axiata Limited

3.1. Introduction:

An agreement between two or more parties that creates mutual understanding or responsibilities enforced by law is called a contract. It is a legally binding promise that initiates to do or refrain from doing something. If one of the parties fails to honor the agreement, the other party has the authority to seek legal resource. To maintain the terms of contract, there has a Contract Law, 1872. Contract law addresses whether a contract exists, what it means, if a contract has been breached, and what compensation is owed the damaged party. (Mehren, 2019)

This project part will contain the whole contract execution and archiving process. Moreover, it will have the detail of how a contract start to how it effects to the company. Furthermore, there will be some issues which lead to disagreement. This project part will contain a detail of how to resolve those disputes.

3.2 Research Objective

General Objective: To identify how Robi Axiata Limited maintain their contract management.

Specific Objective:

- To identify whether Robi follows a standard contract management/execution process or not.
- To identify the difficulties Robi faces and how they overcome those difficulties

3.3 Research Questions

- How does the existing Contract Management Process effectively do in Robi?
- Does Robi Axiata maintain fairness while dispute arises?

3.4 Scops

This project part will provide an idea about contract management including execution process, archiving, disputes and resolving of Robi Axiata Limited. This part will contain the details of contract and contract management in general. Moreover, it will contain the contract management procedure of Robi Axiata Limited. Based on their execution process, what are the steps and planning for disputes resolving will be discussed here.

3.5 Limitations

Information about the telecom industry of Bangladesh is very less. Moreover, there is only two mobile operators who shares all their financial and other activities publicly. Rest of two are not public limited company. So, this is really tough to get the data and compare among the companies. Furthermore, the department I worked for has not separately exist in other companies. As a consequence, there is very less amount of secondary data to conduct a survey. Additionally, as I was an intern at Robi Axiata Limited, I was not allowed to get access in most of the work and data. Also, there was a issue of confidentiality of the organization and I have to submit a copy of my report to Robi Axiata Limited. Therefore, this study has kept limited on analysis.

3.6 Background:

Contract means a legally binding agreement along with all its annexes and appendixes between buyers and suppliers providing Goods and / or Services. A Contract contains detail specifications and scope of works and / or services. Different types of contracts between parties ensure the exchange or share of goods/services or revenues. A contract can be written or oral. However, only written contract can solve any unwanted issues such as breach. The court will interpret the contract entirely and interpret the terms in the ordinary sense. In general, the meaning of a contract is decided by inspecting the parties' intentions at the time the contract was created. When the parties' intentions are uncertain, courts turn to any custom and use in a specific company and area that may help ascertain the intention. (University of New Mexico , n.d.)

3.6.1 Classifications of Contracts

The exact provisions and circumstances of a contract may result in a variety of outcomes. When the final agreement is made public, both written and oral contract will fall into a selected category. The type of active contract in an agreement might refer to the form of the document, compensation specifics, legal enforceability criteria, or the associated risks. Contracts can take many forms. They

can differentiate by the formation, performance and enforceability.

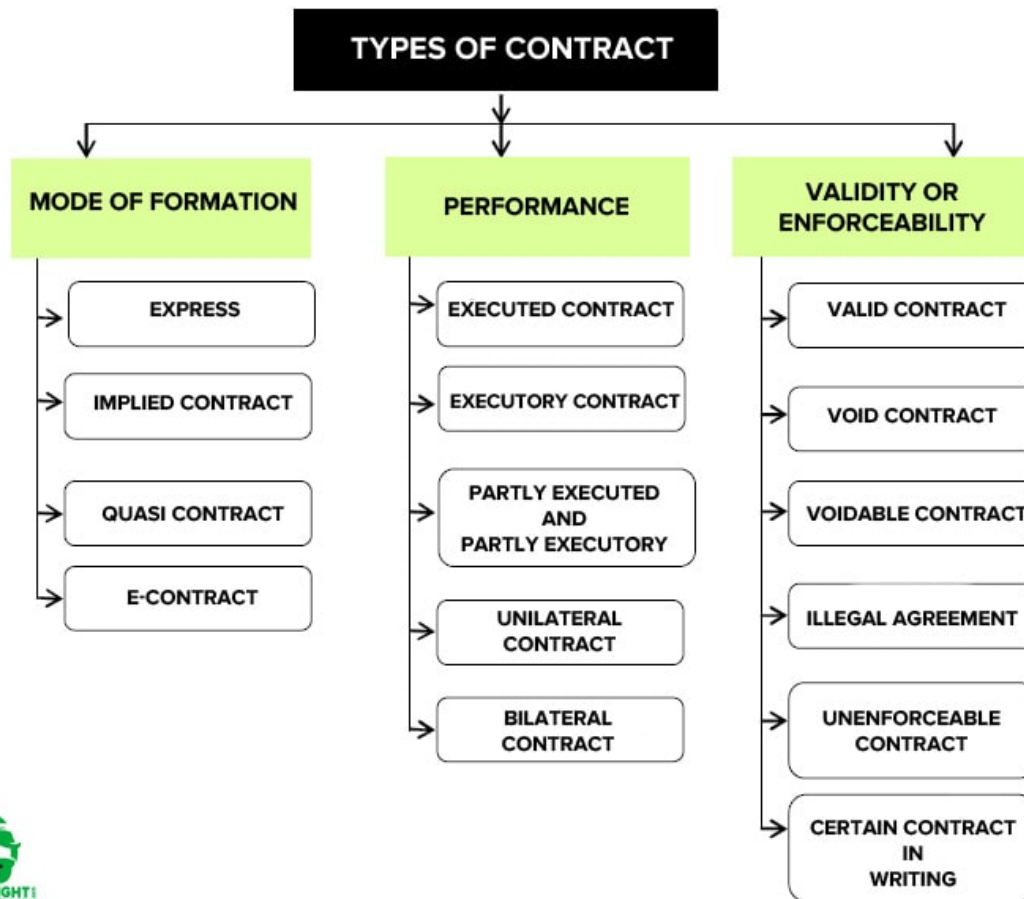


Figure 8: Types of Contracts

3.6.1.1 Formation

There are four types of contracts on the basis of the formation. Those are- Express Contract, Implied Contract, Quasi Contract and E-Contract.

- **Express Contract:** Language, either spoken or written, is used to communicate the promises. (A.K. Sen, 2017-2018)
- **Implied Contract:** The parties' behavior suggests that they agreed to be bound. (A.K. Sen, 2017-2018)
- **Quasi Contract:** A quasi contract is a formal legal duty established to prevent undue enrichment. This is also known as an implicit contract or a constructive contract. (Legal Information Institute, 2022)

- **E-Contract:** An electronic contract is a written agreement that is created electronically. The parties communicate with one another digitally rather than in person or over the phone. (Ironclad, 2022)

3.6.1.2 Performance

Five types of contracts on the basis of performance.

- **Executed Contract:** There are contracts in which the parties instantly execute their responsibilities, i.e., as soon as the contract is created.
- **Executory Contract:** The parties' duties under this contract are to be fulfilled at a later date.
- **Partly Executed & Partly Executory:**
- **Unilateral Contract:** Certain contracts require one party to fulfill his responsibilities when the other party has already fulfilled his commitments. A contract of this type is known as a unilateral contract.
- **Bilateral Contract:** The contract must have at least two parties. As a result, all contracts are either bilateral or multilateral.

3.6.1.3 Validity or Enforceability

On the basis of Validity or Enforceability, there is six types of Contracts.

- **Valid Contract:** A legally binding and enforceable contract is a valid contract. All contract requirements must be met in it.
- **Void Contract:** The section 2(j) of the Act defines a void contract as “A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable”. This makes all those contracts that are not enforceable by a court of law as void.
- **Voidable Contract:** Section 2(i) of the Act defines voidable contracts as "an agreement which is enforceable by law at the discretion of one or more of the parties thereto, but not at the option of the other or others."
- **Illegal Contract:** A court will determine that an agreement that leads to one or more parties breaking the law or failure to adapt to societal expectations is invalid. A contract that opposes public policy is also illegal.
- **Unenforceable Contract:** Unenforceable contracts are declared unenforceable by law owing to some technicality. The contract cannot be enforced against any of the two parties. (Toppr, n.d.)

3.6.2 Formation of Contract

All contracts are formed by one party making a legally binding offer and the other party legally accepting the offer. If one party through or propose an offer and the other party accept it, the contract is formed. When a party files a case alleging breach of contract, the court must first assess whether a contract exists between the parties. To establish the existence of a contract, the offended party must show four elements: (University of New Mexico , n.d.)

3.6.2.1 Offer:

An "offer" is the creation of a "proposal." The contract statute defines the term proposal as follows: "When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal"- Section 2(a)

A proposal is also called an offer. One of the parties has promised to take or refrain from taking certain actions in the future. The offeror is the individual who makes the promise or makes the offer. The offeree is the individual to whom the offer is made.

Offers can be two types; specific and general. A specific offer is presented to a specific individual and may only be accepted by that person. Whereas, a general offer is offered to the entire world and any person can consider the offer.

3.6.2.2 Acceptance:

Only the individual or persons for whom the offer is meant may accept it. An offer given to a certain individual may only be accepted by that person since he is the only one intended to accept it. Acceptance can be by word, deed or performance pursuant to the contract. In general, acceptance should correspond to the terms of the offer. Otherwise, acceptance counts as rejection and counteroffer. (A, 2019)

When an offer is accepted, it is transformed into a promise and also becomes irreversible. An offer does not establish any legal obligations. To be legally effective, acceptance of an offer must have the following requirements:

- **Must be an absolute and unqualified:** There is no contract if there is any difference between the terms of the offer and the conditions of the acceptance, even if it is minor.

- **Conditional Acceptance:** An acceptance with a variation is not an acceptance under English law or the conditions of the Contract Act; it is just a counter-proposal that must be approved by the original promisor before a contract is formed.
- **Acceptance is provided in a fair length of time:** It is quite unusual for an offer to be accepted at any time and at any place. As a result, the offer has a time restriction. If it does not, it should not be recognized indefinitely.

3.6.2.3 Consideration:

Consideration refers to the value provided for in exchange of indicated activity or inaction. This is basically a form of significant financial expenses or effort of time, a commitment to provide services, commitment not to do something and oblige all of that. It is the value that motivate parties to enter into the contract. Consideration can be divided into three categories, as follows:

Past Consideration: When one party's consideration was provided before the date of the promise, it is considered to be past.

Present Consideration: Consideration that moves concurrently with the promise is referred to as Present Consideration or Executed Consideration.

Future Consideration: Future Consideration or Executory Consideration is used when the consideration is to move at a later period.

3.6.2.4 Mutuality:

Relevant parties have to arrange “a meeting of the minds” regarding the agreement. This ensure that the parties understand and agree on the terms, clauses and the provisions of the contract.

When the accused party place proofs of the factors occurred that party has satisfied its burden of providing an apparent demonstration that a contract existed. The defending party have to present evidence undermining one or more components to call the existence of the contract into doubt.

3.6.3 Breach of Contract

A breach of contract occurred when any party violate any of the terms, clause or provisions they agreed to oblige. A breach might occur from a late payment to a more serious violation, such as failing to deliver a promised asset, fail to keep secrecy etc.

A contract violation might be serious or small. The responsibilities and remedies of the parties are determined by the type of breach that occurred. or implied warranty, including the implicit merchantability warranty. (Kenton, 2022)

A material/serious breach of contract occurs other party obtains anything significantly different from what the contract specifies as a result of the breaching party's failure to execute some portion of the contract. When a material breach occurs, the nonbreaching party is no longer compelled to perform under the contract and has the right to all remedies for breach of the entire contract immediately.

The following are some of the factors that courts evaluate when establishing material breach:

- The advantage obtained by the nonbreaching party
- Whether the nonbreaching party can be suitably reimbursed for the losses
- The breaching party's level of performance
- Difficulties for the breaching party
- The breaching party's intentional or negligent actions
- The possibility that the party in breach will complete the balance of the contract

Minor/Small breach of contract is when the other party obtains the item or service stated in the contract despite the breaching party's failure to execute some component of the deal. When a small breach occurs, the nonbreaching party must continue perform under the contract but may collect damages as a result of the breach. For example, if a seller's delay in delivering goods constitutes a minor breach of contract, the buyer must still pay for the products but may collect any damages incurred as a result of the delay. (University of New Mexico , n.d.)

3.6.4 Remedies of Breaches

A contract is considered to be violated when one party fails to meet the responsibilities stated in the contract, does not perform purposefully, or does not perform in line with the conditions made in the agreement. Many people believe that damages are the only possible remedy in the event of a breach of contract, however there are several remedies accessible to the aggrieved party or the

party who has experienced loss. Many business agreements or contracts expressly provide for remedies; but, if no specific provision is made, the following remedies are always available.

Rescission of the contract: When one party agrees to do something but fails to do it, the other party or the offended party may seek to have the contract annulled and reject future performance. Because the other party fails to perform his contractual commitments, the aggrieved party will be released from all liabilities.

Suit for Damages: For a suit of damages, the recompense is generally monetary, and it might be small or large. In contrast to other equitable remedies such as specific performance or injunction, damages are provided without regard to the court's discretion. It was recognized that the damages that should have been awarded should have been as fair and reasonable as possible.

Suit upon Quantum and Meruit: It refers to the deserved or acceptable value of services. When a contract has been partially done by the aggrieved party and the other party has not fulfilled his share, a suit may be filed for the price of the amount performed prior to the breach of contract.

Suit for Specific Performance of Contract: When it is determined that the losses sustained cannot be repaid by the monetary value of an agreed-upon conduct, a claim for particular execution of a contract may be filed. Another specific point of view When damages are insufficient or inappropriate, performance of the contract is allowed. This is particularly often in land sale transactions where the vendor refuses to relinquish title.

Suit for Injunction: An injunction is a court order that requires one party to conduct or refrain from undertaking specific activities. When a promisor promises to do something but fails to do so, or pledges not to perform specific acts but does so anyway, the person that is harmed may petition the court for an injunction. The court has discretion to give an injunction, however in some instances to stop a violation of contract, the court will grant an injunction. Typically, the court will issue one of two sorts of injunctions: permanent or interim.

Suit for Rectification or Cancellation of Contract: This is a different type of remedy in the event of a contract breach. When a contract does not convey the true intentions of the parties due to the opposite party's fraud or mutual error, the aggrieved party or both parties may petition for contract rectification. (Jural Acuity Barristers & Consultance , 2022)

3.7 Methodology:

In order to prepare this report, I have used both primary and secondary credential data sources.

Primary Data: Primary data that are collected for this report are collected from On-the -job training. As I have worked three months at Robi Axiata Limited, I have written by my own working

experience. Also, there was some seniors, work fellows, line manager etc. from whom I have collected some data by asking questions or taking interview.

Secondary Data: The secondary data are mostly collected from the website of Robi Axiata Limited. Moreover, there is some credential sources like newspaper and reports from where the secondary data have been collected.

3.8 Findings and Analysis

Contract execution refers to the end-to-end process of executing a contract in terms of drafting, vetting, signing distribution, archiving. In the process of contract execution, a contract team usually classified contracts into several parts based on their character. The fresh contracts are being made newly with a new price schedule and payment terms. Contracts must have an expiry date. If required, the contract can be extended. The extended contract will be reprinted with some clauses. However, in the extension contract the product, quantity, price, payment terms will be the same as original agreement. Next, the Amendment contract, there will be some value-added product or services along with the previous goods or services. Amendments are the contracts that extended and addition of some new goods or services.

Some contracts exchange services. For example, Robi can exchange services with BTCL. These contracts called Non-Procurement Contracts. Memorandum of Understanding (MoU) is also a non-procurement contract.

On the other hand, Procurement contracts are associated with external sourcing, or acquiring for use through the purchase, leasing or renting of Goods and Services, as well as ownership rights.

Verification of actual requirements, specification development, supplier market research, evaluation of proposal, negotiations, award, and administration of Contracts and PO, including Supplier Relationship Management (SRM), are all part of the procurement process.

3.8.1 Execution Process: Contract team starts to execute the contract after receiving the Purchase Order (PA) from Supply Chain Management. PA is a management-approved document generated by SCM that serves as a trigger for procurement contract execution. PA primarily describes the suppliers selected in the RFQ process and provides a full overview of what is being bought. However, the overall process only starts with the actual need analysis. The actual process is showed below-

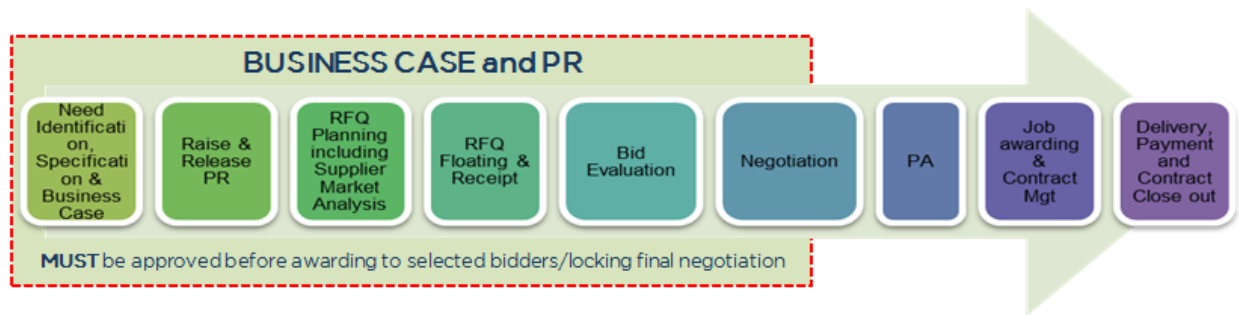


Figure 9: Actual process of receiving final goods/services

3.8.1.1 Contract Drafting: After getting the PA from SCM, Central Contract Management team starts to draft the contract following the templates provided by the Legal Team. If the contracts will be made by the other party, Robi Legal team will be vetted that. Before, drafting the contract, CCM team ensures that they have all the necessary stuffs including Mail from Buyers, PA, Price Schedule and Payment Terms etc. After that, the team will generate a unique reference number from the database to start contract drafting. For example, Robi-LP-00XXX. The contract will contain the effective date from PA, vendors descriptions (entity, address etc.). Also, there will be detail clarifications about liquidity damages. Moreover, price chart, payment terms, VAT & Tax clauses will be there in the annexures. Furthermore, the signing page is one of the most important pages to draft carefully. There should be a reference number and a little insight about the contract in that page. Additionally, there should be the reference number as footer in the left corner of every page.

3.8.1.2 Vetting: The agreement is initially circulated to the buyer and user teams for review. The buyer team is responsible for the commercial terms, whereas the user team is responsible for the scope of work and any additional requirements that may be included.

After buyer and user team, the agreement is being sent to the Robi legal team for their review and vetting. Any revision given by the legal team is being resolved with the help of user and buyer teams. Afterwards, legal team reviewed and vetted, the contract circulated to the suppliers or vendors for their review.

3.8.1.3 Recommendation: After collecting the vetting from the all-relevant teams and suppliers, the contract is circulated for the recommendations as per the Line of Authority. Recommendations may differ based on the type of contract, and that specific LOA category must be followed. For example, Schedule of Rates (SOR), Commercial Commitment, Revenue Sharing etc. For the recommendations, the contract first send to the head of Legal Affairs, then head of Contract Partner Management (CPM), head of respective department if he is not the main signatory.

3.8.1.4 Printing: After getting the recommendations from the relevant stakeholders, the contract is being ready for the printing. Each contract must be executed using non-judicial stamp papers worth minimum 300 takas. For instance, if the contract is 3 pages, each page of the contract will be printed on 100-taka pages. Two copies of contract will be printed in order to distribute it

between the parties. However, three copies of contract will be printed if the agreement is among three parties.

3.8.1.5 Summary/Top Sheet for Contract: A contract summary provides an overview of what a contract contains and is about. It primarily provides supplier information, contract description, contract type, and contract value. The summary has been created before the contracts are placed for recommendation and signing. If any stakeholder vetting is required on the contracts, only then will the contract and summary be sent to that stakeholder for vetting.

3.8.1.6 Signing: Contract needs to be signed by all relevant stakeholders/parties. Right after the printing, the contract should have the company stamp on every page. Next, there will have initials in every page of both user and buyer or anyone from their team member. Initials mean the short signatures. Additionally, in the first page, they will write their name and designation.

Moreover, in the execution page, there will be the sign of the witnesses and main approver. There will be two witnesses for both the parties. From Robi, Line Manager or Head of Department of user will sign on witness 1 and Line Manager or Head of department of buyer will sign on witness 2.

Furthermore, the principal signatory for Robi or any Robi subsidiary is specified by the relevant LOA. When the formal Delegation of Authority (DOA) is declared, DOA will be permitted to sign on behalf of the main approver in the absence of the main approver.

From the Supplier side, witnesses can be anyone. However, main signatory for a company should be someone from top management, sole proprietor for the sole proprietorship business, management partner for the partnership business. The below table is showing the sequence and requirements of recommendation and signature of different management level.

Matters	Financial Limits	CEO	CFO	Head of Division	Head of Department	Head of CPM	Head of Legal Affairs
Commercial Commitment: Price & Quantity will be pre-determined	≤BDT 15m			A4	R3	R2	R1
	≤BDT 75m		A5	R4	R3	R2	R1
	>BDT 75m	A5	R4	R3		R2	R1
Schedule of Rates (SOR); Price will be predetermined but quantity will not	>BDT 75m	A5	R4	R3		R2	R1
	≤BDT 75m		A4	R3	R3	R2	R1

After the completion of contract signing, it is ready for distributing. CCM team usually mail to the vendor to collect their copy and the other copy (for Robi) has been prepared for archiving.

3.8.2 Archiving: All the contracts have to archive carefully. At the time of audit and in case any dispute arises, the archived contracts help to resolve.

3.8.2.1 Scanning: All the contracts must be scanned first in the process of archiving. Before scanning, CCM team ensures the effective date, signing of all parties etc.

3.8.2.2 Physical Archiving: On a regular basis, all signed physical contracts have been sent over to the legal team.

3.8.2.3 Digital Archiving: CCM team usually keeps the scanned copies of the signed contracts in available platform for internal purpose.

3.8.3 Difficulties & Resolving of Contract Execution Process

In the process of execution of contract, Contract Management Team faces many difficulties which lead to a longer execution time. There are some clauses must follow for both the parties in the contract. If the other party disobey any of them, dispute may arise. In some cases, other party get the penalty whereas in some other cases, the contract can be suspended or terminated.

3.8.3.1 Purchase on Emergency Situation: An Emergency Purchase is a purchase that can be made only when an emergency situation occurs where it requires immediate response from the company to restore or address the situations. Natural disasters, Situation that is unpredictable or beyond the company's control and affecting service delivery, Network corrective action such as replacement of air-conditioning units, batteries and others, which is deemed critical to maintain network serviceability, Vandalism incidents where intrusion into Robi Network Base Station that led to loss of critical equipment and support system these are considered in emergency purchase guideline. For an Emergency Purchase, User or SCM as appropriate should find an appropriate source and then direct the vendor to proceed. An emergency occurring outside working hours or during working hours when time is of the essence (for example, natural disasters) could warrant such action. User may contact vendors directly to resolve emergency situation or purchase by informing SCM as appropriate where expenditure approval to be done as per LOA. However, lack of planning does not constitute an emergency.

If any / all of the procedural requirements as mentioned in this procedure could not be possible to follow during emergency situation / purchase, should be regularized immediately and no more than 2 weeks from the date of occurrence.

3.8.3.2 Issues Arising in Contract Signing: Traditional contract signing process takes much time to execute the contract. Unavailability of the stakeholders, delay from supplier side signing etc. make an execution process lengthier. Moreover, suppliers may raise some issue with the contract after sending the physical copy to them.

3.8.3.3 Suspension and Cancellation: CCM team will create suspension letter in collaboration with buyer, user department, and required alignment with legal team on request of suspension/termination against a signed contract from buyer or user with appropriate documentation and reason. Buyer team sign the termination letter before circulating. Termination of an existing contract prior to the end of the contract period will be done in accordance with the contract requirements. CCM team will stop the ongoing actions related to the desired contract if a buyer or user requests cancellation against a requested contract execution with the relevant papers and justification.

3.8.3.4 Contract Hold: On the request of user or buyer, the executing contract can be on hold if the vendor failed to show necessary documents or justifications. Furthermore, during contract execution, if any contract activities are not going correctly or on schedule for any because that should not arise during the contract execution phase, the CCM team may place the contract on hold, aligning respected user and buyer. When a contract is put "On Hold," it will stay thus for the following four weeks, during which time the user or buyer must address the problem. If the issue is resolved, the user or buyer team requests to CCM team that the contract be resumed.

3.9 Recommendations

As per the identified issues in the contract execution, there should be few things added in the process. For instance-

- To avoid the problems regarding emergency purchase, respective User Department should develop a Disaster Management Plan in line with Business Continuity Management of Corporate Strategy within 30 days of the Emergency Purchase to avoid any similar situations in future.
- To avoid the signing delay, there should be a system of faster appointment of Delegation of Authority. There should be a pre-organized sequence of Delegation of Authority so that

signing will be continued even if any of the persons from top management level is being unavailable.

- Contract Management team should provide a strong guideline to the vendors about signing and returning the contract as early as possible. The message should be conveyed to them that any unnecessary delay from the supplier side will affect building further contract with them.
- To avoid contract hold or cancelation, contract management team should take assurance from the buyer team before moving to each step.

3.10 Conclusion

The everyday tasks of a corporation are continued depending on the contract. That is why, a contract needs to be written such flawlessly that any dispute can be easily resolved by the contract itself. Efficient contract can prevent all the disputes. Also, the parties can be aware of the fact that a slight violation of any clause lead to breach which may eventually cancel or terminate the contract. Robi Central Contract Management team makes all the contracts on behalf of Robi Axiata Limited and Reddot Digital. They contact with the users and buyers, get done the signing and legal procedure from the other parties etc. all of the tasks are done by the team. If dispute arises, contract can be terminated any time by consulting with the user and buyer team. All the terms and conditions have clearly described to the vendors/suppliers before finalized the contract. The user, buyer, supplier and all the other stakeholders are aligned about the steps and overall process. Therefore, it can be stated that the contract execution process and the dispute resolving tactics of Robi Axiata Limited has maintained fairness in each term.

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