



YANGON Office

Prot. No. AICSY-OUT-337-2020-05-13

To: The Manager
Yandayar Trading Company Ltd
30 B university Avenue Road, Bahan Township, 11201
Yangon, Myanmar

ORDER LETTER

Reference:

- Request of quotation prot. n. AICSY-OUT-189B -2020-03-15
- Quotation prot n. AICSY-IN-393-2020-04-02
- SMART CIG: 2C92CF7358

SUBJECT: Purchasing Generator – AICS Yangon Country Office
CAP: 2171

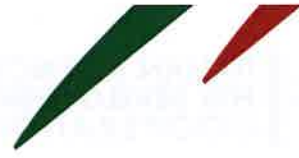
The Italian Agency for Development Cooperation – Yangon Office (AICS-Y), Hereinafter referred to as the “Contracting Authority”, Represented by the Director Mr. Walter Zucconi, 41–7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar

With the present letter we would like to place order to Yandayar Trading Company Ltd (Hereinafter referred to as the “The Supplier”) to provide AICS-Y with the following items, as detailed in quotation of 02/04/2020:

- N.1 Generator:
 - o Soundproof generator GP 66 S/P-N-A
 - o Maximum output power 66 KVA
 - o Continuous output power 60 KVA
 - o 3 Phase output
 - o Perk Engine, meccalte Alternator
 - o Made in Italy

Terms of delivery:

- Delivery and installation costs included.
- Dismissal of AICS old generator and certificate of dismissal included.
- Delivery address AICS Yangon Office, 41–27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar



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Shipment of goods must be accompanied by delivery note, providing the description, unit, and quantity of the goods included in the delivery.

Warranty: 2 Years

Terms of payment:

- BANK TRANSFER

Total value of the order: USD 10.000,00

Any variation of terms and conditions must be accepted in written by the Contracting Authority.

The Supplier is fully responsible for the completion of any acts under these contractual terms with the Consultant, in accordance to the Myanmar existing laws, rules and regulation and their modifications in time – as applicable. That responsibility includes the relevant fiscal law. The Contractor shall assume the obligations on financial flow traceability.

The Supplier shall execute the Supply Contract with due care, efficiency and diligence in accordance with the best professional practice and shall comply with any administrative orders given by the Contracting Authority. The Supplier shall respect and abide by all laws and regulations in force in Myanmar and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations. The employment relationship between the Supplier and its staff employed by it to carry out the activities and any offspring from this litigation does not involve in any way the Contracting Authority. The Supplier shall at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the Project or the Supply without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent and shall make this obligation clear to the third parties. The payments to the Supplier under the present Contract shall constitute the only income or benefit it may derive in connection with the Contract. The Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract. The Supplier commits itself to provide suitable qualified personnel and adequate means necessary for the implementation and supervision of the activities agreed upon in this Agreement. The Supplier's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority. The Supplier is not allowed to transfer the Contract to a third Party. All information or materials acquired, compiled or prepared by the Supplier in the performance of the Contract shall be confidential and shall be the absolute property of the Contracting Authority. The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract (conflict of interests).



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This contract may be concluded by the Contracting Authority at any time for serious technical and/or contractual non-compliance of the Supplier. In this case, the Contracting Authority shall notify such non-compliance to the Supplier through a warning letter, identifying the issue and requesting to solve it within 15 days. After this period, having the Supplier not corrected the issue, the contract will be terminated on the seventh day after the deadline fixed in the notice. The Contracting Authority will pay to the Supplier only the amounts corresponding to supply satisfactorily provided. Neither party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date when the Contract becomes effective

Please acknowledge the receipt of this order letter and do not hesitate to contact us for any clarification you may need.

We are looking forward an early response from you.
Thanking you for the support,

Regards,

Yangon, 13/05/2020

For Italian Agency for Development Cooperation
Yangon Office

Director
Walter Zucconi




For Yandayar Trading Company Ltd





MYINT SOE
Managing Director
Yandayar Trading Co., Ltd.

