



Prot. n. AICSY-OUT-149 - 2020-02-25

CAP. 2171 (OPERATION EXPENSES)
CIG (BID CONTRACT IDENTIFICATION) No.: Z782BF9019

SERVICE CONTRACT
(Hereinafter referred to as the “**Contract**”)

between

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

and

WINCOM Workforce Solutions Company Limited
(Hereinafter referred as the “**Service Provider**”)
Represented by the Director Mr. Kshitij Chaudhary,
43/44, 2nd Floor, MMM Building, Strand Road, Ahlone Township, Yangon, Myanmar

(Hereinafter referred to as individually, the “**Party**” and collectively, the “**Parties**”)

WHEREAS

The Italian Agency for Development Cooperation – Yangon Office (hereinafter referred to as “**AICSY**”) allocated in loco funds under the Chapter 2171 “Operating expenses” for ensuring the functioning and the management of the Office;

The “General Operational Plans” of Chapter 2171 foresees, among others, the provision of the outsourcing service of auxiliary staff for the AICS Yangon Office located in Yangon, 41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township;

Being the AICS Yangon Office the Contracting Authority for the provision of the Service herewith, the AICSY Director authorized, with Decree n. AICSY-OUT-107-2020-02-10 dated 10th February 2020, the start of the awarding process for selecting an outsourcing company in order to provide the Outsourcing Service for Auxiliary Personnel for AICS Yangon (the “**Object of the Contract**”);

The Contracting Authority on 12th February 2020 sent formal request of quotation to the Service Provider for the provision of Outsourcing Service for Auxiliary Personnel for AICS Yangon;



MYANMAR – YANGON Office
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it
www.aicsyangon.org





The Service Provider submitted on 14th February 2020 a formal offer for the above-mentioned services (Prot. No. AICSY-IN-140-2020-02-14);

The offer by WinCom Workforce Solutions Co. Ltd. complied with the technical and financial requirements detailed in the Request for Quotation for the execution of the service;

Therefore, the offer submitted on 14th February 2020 by WinCom Workforce Solutions Co. Ltd. was considered adequate and in line with the needs of the Contracting Authority;

The Contracting Authority hence intends to engage the Services of the above-mentioned Company on the terms and conditions hereinafter set forth;

The Service Provider is ready and willing to accept this Service Contract with the Contracting Authority on the below Terms and Conditions.

THE PARTIES AGREE AS FOLLOWS

ART. 1 – SCOPE OF THE CONTRACT

1. In the framework of Chapter 2171 “Operating expenses”, the Contracting Authority awards to the Service Provider, who hereby accepts, the execution and the completion of the “outsourcing service for auxiliary personnel for AICS Yangon”.
2. The scope of this Contract is to provide the Contracting Authority with the outsourcing service of auxiliary staff for the AICS Yangon Office. In particular, in order to assure the operational functioning of its Office, AICS-Y will be provided with contracts management service for 6 (six) National Staff: 1 (one) Maintenance Caretaker Supervisor, 3 (three) Maintenance Caretakers, 1 (one) Cleaner Supervisor, 1 (one) Cleaner.
3. The following Annexes of the offer are an integral part of the present Contract:
 - a) Annex A – Technical Specification
 - b) Annex B – Quotation Form;
4. The Annexes cannot be amended without prior written approval of the Contracting Authority.
5. The Service Provider shall neither seek nor accept instructions from any authority than the Contracting Authority as for the services to be implemented under this Contract. Neither the contract, nor its annexes can be amended without prior written approval of the Contracting Authority.

ART. 2 – ACTIVITIES CARRIED OUT BY THE SERVICE PROVIDER

1. The activities to be carried out by the Service Provider are detailed in the present contract and its Annexes which are an integral part of this Contract and where related costs are also specified. The days and hours of work of the Service Provider’s personnel shall abide to Myanmar laws, rules and regulations according to the requirements of the services.



MYANMAR – YANGON Office

41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon

Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it

www.aicsyangon.org



2. While executing the Contract, the Service Provider will interact with the Contracting Authority providing regular updates to the AICSY Director and to the AICSY experts appointed by the Director for supervising the execution of the Contract.

The activities to be carried out by the selected Outsourcing Company will be as following:

1. To contract the selected staff (1 Maintenance Caretaker Supervisor; 3 Maintenance Caretakers; 1 Cleaner) by signing an employment Contract between the Outsourcing Company and the identified candidates;
2. To select and contract 1 Cleaner (with proven knowledge of English language) by signing an employment Contract between the Outsourcing Company and the identified candidate;
3. To calculate and pay on a timely manner relevant monthly salaries, applicable income taxations, social and health insurance, if any, and/or any additional costs that may be requested by the Government for similar job profiles and Contracts;
4. To provide the Payroll administration service;
5. To ensure, through a Medical Check-up, that the External Consultants selected are fit for employment.
6. To establish a full coverage insurance (medical, against accidents in the work, etc.) for each of the employees, including payment of compensation (as per Myanmar relevant laws) in case of injury or death;
7. To provide each employee with the statutory benefits, if any;
8. To manage and supervise the respect of workers' rights such as hours of work, personnel rostering system, weekly rest, holiday, paid and unpaid leave and sick leave, in compliance with Myanmar labor laws and regulations;
9. To manage employee attendance and provide temporary staffing as a replacement for the absent employee, if needed.

ART. 3 – CONTRACT AMOUNT

1. The Service Provider undertakes to execute and to complete the services and activities indicated in the Annexes and to apply the prices indicated in the same Annexes for the service of outsourcing of auxiliary personnel for the AICS Yangon Office, in full compliance with the provisions of the present Contract, for a maximum amount of MMK 24,910,000.00 (twenty-four million nine hundred ten thousand Myanmar Kyats only).
2. The Contract amount includes all the activities, consultancies, personnel, and/or any other charge, even if not specifically mentioned in this Contract, which is necessary to complete all the actions foreseen for the Services, both in terms of quality and quantity.
3. The Service Provider is solely responsible for the payment of service, tax, insurance, travel and transportation expenses' reimbursement and all other taxes and government dues as may be



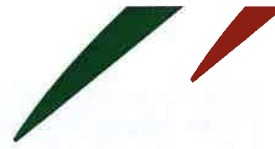
MYANMAR – YANGON Office

7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon

Tel. (+95,1) 538730, 538732 E-mail: yangon@aics.gov.it

www.aicsyangon.org





applicable. In no case the Contracting Authority will be responsible to pay taxes for this Service Contract.

ART. 4 - TERMS OF PAYMENT

1. Payments will be done on monthly basis by the Contracting Authority by bank transfer to the MMK bank account specified by the Service Provider in Annex B, only after the submission by the Contracting Authority of the following documents:
 - a) A monthly invoice – in table format – showing the gross cost and detailing the net salary paid to the national staff with their signature, taxes, insurances and the relevant management fee. Each invoice shall be dated, stamped and signed by the Service Provider and expressed in MMK currency only;
 - b) Relevant evidences of payments (net salary bank transfers to auxiliary staff, taxes and social insurance payment etc.) related to the submitted invoice;
2. All the above-mentioned documents shall be addressed to: the Italian Agency for Development Cooperation (AICS) - Yangon Office – CAP 2171
3. All the above-mentioned documents shall be submitted on monthly basis, by email, at the following address:
 - a. To: aics.info@aicsyangon.org
 - b. CC: gabriele.castaldodursi@aicsyangon.org ; sara.tesio@aicsyangon.org

ART. 5 - DURATION OF THE CONTRACT

1. The duration of the Contract is 10 (ten) months starting from 1st of March 2019.
2. The duration of the Contract may be extended, as for allowing the orderly completion of activities.
3. Any request of extension of the duration of the present contract submitted by the Service Provider must be accepted in written by the Contracting Authority.

ART. 6 – LIABILITY

1. The Contracting Authority accepts no liability for damage to persons or property related to the performance by the Service Provider of the activities specified in this Service Contract.
2. The Service Provider shall execute the 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.
3. The Service Provider shall supply, without delay, any information and documents to the Contracting Authority upon request, regarding the conditions in which the Contract is being executed.



MYANMAR – YANGON Office

41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it
www.aicsyangon.org





4. The Service Provider shall respect and abide by all laws and regulations in force in the Beneficiary Country and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations.
5. The Service Provider shall indemnify the Contracting Authority against any claim and proceeding arising from any infringement by the Service Provider, its employees and their dependents of such laws and regulations.
6. To perform these tasks, the Service Provider shall comply with all the legislation in force in the Country in the field of medical, insurance and safety measures.
7. The employment relationship between the Service Provider 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.
8. The Service Provider 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 Services 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.
9. The Service Provider and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Country.
10. The payments to the Service Provider under the Contract shall constitute the only income or benefit it may derive in connection with the Contract. The Service Provider and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract.
11. The Service Provider 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 Service Provider's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority.
12. The Service Provider 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 dispositions.
13. Under no circumstances the Contracting Authority would be responsible for the local personnel's results in implementing their duties or for any misconducts or damages caused by the National staff.

ART. 7 – SUBCONTRACTING AND TRANSFERABILITY

1. The Service Provider is not allowed to subcontract the provision of these Services and/or to transfer the Contract to a third Party.

ART. 8 – PERSONNEL

1. The Service Provider shall employ the six candidates for the requested services.
2. Whether the service provided by some of the candidates mentioned above will not be considered satisfactory by the Contracting Authority, AICS-Y will ask the Service Provider to dismiss the not satisfactory staff and to replace them with the newly selected ones.





3. In case some of the selected auxiliary staff would request to terminate his contract with the Service provider, the Service Provider will promptly inform in written the Contracting Authority. The Auxiliary staff should give at least one-month notice. The Service Provider will be in charge for the identification of new replacement staff. The service provider will take care of the contract management procedures related to the personnel replacement.

ART. 9 – INTELLECTUAL AND INDUSTRIAL PROPERTIES RIGHTS

1. All reports, data and supporting records or materials acquired, compiled or prepared by the Service Provider in the performance of the service Contract shall be confidential and shall be the absolute property of the Contracting Authority.
2. The Service Provider shall, upon completion of the service Contract, deliver all such documents and data to the Contracting Authority.
3. The Service Provider may retain copies of such documents and data but shall not use them for purposes unrelated to its Service Contract without the prior written consent of the Contracting Authority.
4. The Service Provider shall not publish articles relating to the Services or refer to them when carrying out any service for others, or divulge information obtained from the Contracting Authority, without its prior written consent.
5. Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Service Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

ART. 10 – VISIBILITY

1. The Service Provider is committed to work with the Contracting Authority, through regular contacts, to ensure full visibility of AICS and the Government of Italy with the Central and Local Institutions, as well as with International Agencies and the Donors community.

ART. 11 - TERMINATION OF THE CONTRACT

1. This assignment may be terminated by mutual consent between the parties, with a 30-day notice to each other.
2. This contract may be concluded by the Contracting Authority at any time for serious technical and/or contractual non-compliance of the Service Provider.
3. In this case, the Contracting Authority shall notify such non-compliance to the Service Provider through a warning letter, identifying the issue and requesting to solve it within 15 days. After this period, having the Service Provider not corrected the issue, the contract will be terminated on the seventh day after the deadline fixed in the notice.
4. Moreover, the Contracting Authority may also, at its unquestionable discretion, suspend or permanently solve the contract for security reasons, changes in Italian policies or reputational risks giving the Service Provider a 15-day notice for the orderly closure of activities under this contract.



MYANMAR – YANGON Office

407 Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it
www.aicsyangon.org





5. The Contracting Authority will pay to the Service Provider only the amounts corresponding to services satisfactorily provided.
6. This contract will be terminated if the Service Provider fails to provide evidences of the payment of taxes or appropriate insurance policy in favor of the national staff. The insurance policy will have to cover all risks associated with the execution of the required services.

ART. 12 - FORCE MAJEURE

1. 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.
2. The term Force Majeure, as used herein, covers any unforeseeable events, not within the control of either Party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions.
3. A decision of the Italian Government/AICS to suspend the Cooperation activities with the Beneficiary Country is considered to be a case of force majeure when it implies suspension of funding the Contract.
4. If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the circumstances.
5. If the circumstances described above result in the involuntary suspension of the activities of either party of this service Contract for a period exceeding 30 (thirty) days, then either Party shall have the right to terminate this Contract after serving due notice to the other Party.

ART. 13 – CONFLICT OF INTEREST

1. The Service Provider shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract.
2. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
3. Any conflict of interests which may arise during performance of the Contract shall be notified to the Contracting Authority without delay.
4. In the event of such conflict, the Service Provider shall immediately take all necessary steps to resolve it.
5. The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Service Provider shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligations under the Contract, the Service Provider shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.



MYANMAR – YANGON Office

41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it

www.aicsyangon.org





ART. 14 – DATA PROTECTION

1. The Service Provider undertakes to adopt technical and organizational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:
 - a) prevent any unauthorized person from having access to computer systems processing personal data, and especially:
 - b) unauthorized reading, copying, alteration or removal of storage media;
 - c) unauthorized data input, unauthorized disclosure, alteration or erasure of stored personal data;
 - d) unauthorized persons from using data-processing systems by means of data transmission facilities;
 - e) ensure that authorized users of a data-processing system can access only the personal data to which their access right refers.

ART. 15 - SETTLEMENT OF DISPUTES

1. The Parties shall make every effort to settle amicably any dispute, even technical, that may arise regarding the interpretation or execution of this Contract, during the progress of the activities or after its termination.
2. Once a dispute has arisen, a Party shall notify the other Party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other Party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute.
3. In the absence of an amicable settlement, a Party may notify the other Party requesting a settlement through conciliation by a third person.
4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of the Italian jurisdiction or arbitration.
5. This doesn't mean, however, that the Contracting Authority surrenders jurisdictional immunities and entitlements enjoyed by Diplomatic and Consular missions.

ART. 16 – OBLIGATIONS ON FINANCIAL FLOW TRACEABILITY

1. The Contractor shall assume the obligations on financial flow traceability in accordance with Art. 3 of the Italian Law 13 August 2010, n. 136.
2. In case of subcontract / sub-provision of the Service, it has to be included, on pain of nullity, a clause by which each subcontractor shall assume the obligations of the financial flow traceability in acc. with the Italian Law 136/2010

ART. 17 – OFFICIAL COMMUNICATIONS

1. Any official communication from the Service Provider concerning this Contract shall be written in English and shall be addressed to: Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar. Any amendment to the address of the Contracting Authority will be communicated to the Service Provider.





**ITALIAN AGENCY
FOR DEVELOPMENT
COOPERATION**

YANGON Office



ART. 18 - FINAL PROVISIONS


1. The Parties of this Contract declare to have read this Contract, including its Annexes, and that they agree with the same in all its parts and accept it fully.
2. The provisions of this Contract may be amended only by a formal Act signed by both Parties.


In witness, whereof the Parties hereto have signed the Contract

Yangon 25th February 2020

For Italian Agency for Development Cooperation
Yangon Office


Director
Walter Zucconi






For WinCom Workforce Solutions
Company Limited

Director
Mr. Kshitij Chaudhary





MYANMAR – YANGON Office

41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it
www.aicsyangon.org



ANNEX A

TECHNICAL SPECIFICATIONS

1. BACKGROUND

The Italian Agency of Development Cooperation – Yangon (AICS Yangon) is the operative platform of the Italian cooperation system, and it is called to perform the elaboration, development, financing, management and control of international cooperation initiatives. Our Office in Yangon pursues growth and development in Myanmar by supporting governance, social inclusion, rural development, towards poverty reduction and democracy.

2. SCOPE OF WORK OF THE CONTRACT

AICS Yangon to assure the operational functioning of the Office needs to acquire the provision of the auxiliary support service recruiting the positions of:

- **1 Maintenance Caretaker Supervisor**, in charge of coordinating operations for maintenance-caretakers, providing day and nights shifts to cover -in 4 persons- 7 days per week, 24 hours per day, for the maintenance, the technical and logistical assistance activities of the compound of AICS Yangon Office, as needed, according to AICSY management requirements.

In particular:

1. To assure the correct maintenance of the compound and the Office building (external and internal);
2. To cooperate with the Security Company and AICSY staff for welcoming AICSY guests and accompany them to the main Office;
3. To correctly receive AICSY mails, letters and parcels;
4. To do routine cleanups of the compound: inspect and make sure that the office surroundings are kept clean and no trashes are seen around the Office;
5. To assure the generators starting in case of outage;
6. To verify the correct functioning of the water system and the septic tank of the compound and promptly inform AICSY staff in case of malfunctioning;





7. To oversee the office parking;
 8. Ensure the safety and security of the office building and organizational assets within the office premises during non-working hours, weekends, and holidays by ensuring proper: i. locking of doors and windows ii. Switching off electrical lights and appliances after use. iii. Switching on office verandah and surrounding lights during night and putting off in the morning.
 9. The overall supervision for the wellbeing of the garden;
 10. The maintenance of the ground, trees and (indoor and outdoor) plants;
 11. To follow the given assignments and implement the necessary operations as asked by the AICS Yangon's staff.
- **3 Maintenance Caretakers**, in charge of providing day and night shifts to cover – in 4 persons- 7 days per week, 24 hours per day, for the maintenance, the technical and logistical assistance activities of the Compound of AICS Yangon Office, as needed, according to AICSY management requirements.
In particular:
 1. To assure the correct maintenance of the compound and the Office building (external and internal);
 2. To cooperate with the Security Company and AICSY staff for welcoming AICSY guests and accompany them to the main Office;
 3. To correctly receive AICSY mails, letters and parcels;
 4. To do routine cleanups of the compound: inspect and make sure that the office surroundings are kept clean and no trashes are seen around the Office;
 5. To assure the generators starting in case of outage;
 6. To verify the correct functioning of the water system and the septic tank of the compound and promptly inform AICSY staff in case of malfunctioning;
 7. To oversee the office parking;
 8. Ensure the safety and security of the office building and organizational assets within the office premises during non-working hours, weekends, and holidays by ensuring proper: i. locking of doors and windows ii. Switching off electrical lights and appliances after use. iii. Switching on office verandah and surrounding lights during night and putting off in the morning.
 9. The overall supervision for the wellbeing of the garden;
 10. The maintenance of the ground, trees and (indoor and outdoor) plants;



MYANMAR – YANGON Office

41/1 Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it

www.aicsyangon.org





11. To follow the given assignments and implement the necessary operations as asked by the AICS Yangon's staff.

- **1 Cleaner - supervisor**, in charge of coordinating the cleaning team and ensuring cleaning activities, 5 days per week, of the premises at AICS Yangon Office, keeping proper hygienic and working conditions of the equipment and reporting any need to restore the stocks, as needed, according to AICS Yangon management requirements.
- **1 Cleaner**, in charge of ensuring cleaning activities, 5 days per week, of the premises at AICS Yangon Office, keeping proper hygienic and working conditions of the equipment and reporting any need to restore the stocks, as needed, according to AICS Yangon management requirements.

AICS Yangon intends to select one Outsourcing Company for providing the Contract management services for the candidates previously selected by AICS Yangon, to ensure the smooth implementation of these employment relationship according to relevant Myanmar Labor regulations

The Company is asked to prepare suitable Contracts for the above-mentioned profiles, having each one an overall duration of 10 months (starting from 1st March 2020 until 31st December 2020), with the only exception of 1 Cleaner, whose contract will have a duration of 9 months (starting from 1st April 2020 until 31st December 2020), sign it and ensure that the Contract Management procedures are fulfilled in compliance with relevant applicable Myanmar regulations. It will be responsibility of the Company to calculate and pay on a timely manner relevant monthly salaries, applicable income taxations, social and health insurance, if any, and/or any additional costs that may be requested by the Government for similar job profiles and Contracts. The Contracts will be signed between the Successful Company and each one of the auxiliary staff members. AICS Yangon will not be a signatory part of these agreements but will be responsible to monitor and supervise that the Company successfully implement the Contract Management Services.

Within this framework, AICS Yangon will award with a Contract the Company submitting the best offer for the present Request for Quotation.

The Contract will have a duration of 10 months and will be signed by AICS



MYANMAR – YANGON Office

7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it

www.aicsyangon.org





Yangon with the successful Company.

3. TERMS OF REFERENCE

The activities to be carried out by the selected Outsourcing Company will be as following:

1. To contract the selected staff (1 Maintenance Caretaker Supervisor; 3 Maintenance Caretakers; 1 Cleaner) by signing an employment Contract between the Outsourcing Company and the identified candidates;
2. To select and contract 1 Cleaner (with proven knowledge of English language) by signing an employment Contract between the Outsourcing Company and the identified candidate;
3. To calculate and pay on a timely manner relevant monthly salaries, applicable income taxations, social and health insurance, if any, and/or any additional costs that may be requested by the Government for similar job profiles and Contracts;
4. To provide the Payroll administration service;
5. To ensure, through a Medical Check-up, that the External Consultants selected are fit for employment.
6. To establish a full coverage insurance (medical, against accidents in the work, etc.) for each of the employees, including payment of compensation (as per Myanmar relevant laws) in case of injury or death;
7. To provide each employee with the statutory benefits, if any;
8. To manage and supervise the respect of workers' rights such as hours of work, personnel rostering system, weekly rest, holiday, paid and unpaid leave and sick leave, in compliance with Myanmar labor laws and regulations;
9. To manage employee attendance and provide temporary staffing as a replacement for the absent employee, if needed.

The Outsourcing Company must certify to possess all the requirements for an Economic Operator to perform relevant activities in the Country and that it is duly registered in Myanmar according to the competent national regulations.

Evidence of the above-mentioned eligibility will be requested after the evaluation of the received quotation and before the formal awarding of the Contract.

4. EVALUATION

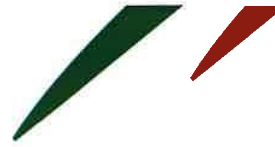


MYANMAR – YANGON Office

7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95.1) 538730, 538732 E-mail: yangon@aics.gov.it

www.aicsyangon.org





AICS Yangon will evaluate the received quotations according to the criterion of the cheapest price offered by the Companies having submitted all the requested documents, according to the information provided in the relevant Annexes, within the deadline.

5. CONTRACTUAL MECHANISM AND CONTRACT AMOUNT

The Outsourcing Company will be contracted through a Service Contract of 10 months' duration, starting from the 1st March 2020 until the 31st December 2020. The economic offer, indicated in Annex B, cannot include a management fee's percentage exceeding the 20%.

Please note that the Contract amount can be paid in Myanmar Kyats only.

The value of the quotation has to include all the activities listed in ANNEX A- TECHNICAL SPECIFICATIONS, paragraph 3.- TERMS OF REFERENCE.

The due amount will be paid in monthly instalment.

It must be clear and understood by the Outsourcing Company that the auxiliary staff remain personnel employed or hired by the Company for all intents and purposes of the present request for quotation and that there is/will be no employment relationship between said staff and AICS Yangon.





ANNEX B

QUOTATION FORM

AICSY requests that the Company submit:

1. Company Previous Experience Form

a) a brief summary of the previous experience in carrying out similar Contracts in the past 3 years. Company Brochures may be attached, if available and relevant. Company may provide the information on previous similar Contract Services following the indications in the table here below:

N.	Contract Title & Brief Description of tasks to implement <i>(Please indicate the main activities and tasks performed by your Company under the Contract)</i>	Contract Duration (total duration from – to)	Organization funding the Contract	Contract Value





YANGON Office



MYANMAR – YANGON Office
41-7b Inya Myaing, Sthwe Taung Gone Bahan Township, Yangon
Tel. (+95-1) 538730, 538732 E-mail: yangon@aicca.gov.it
www.aiccyangon.org





YANGON OFFICE



MYANMAR - YANGON OFFICE
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel: (+95-1) 538730, 538732 E-mail: yangon@alcs.gov.it
www.alcsyangon.org





ITALIAN AGENCY
FOR DEVELOPMENT
COOPERATION

YANGON Office



MYANMAR - YANGON Office
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel: (+95-1) 538730, 538732 E-mail: yangon@aicis.gov.it
www.aicisyangon.org



The number of rows is for reference: Companies may increase or decrease the number of rows as applicable in their case.

- b) A **template of the Contract** that the Outsourcing Company would propose for the employment of the selected personnel, clarifying how the employees will be paid, relevant taxation and fees, regulations regarding eligible holidays, request for vacations and/or sick leaves, etc. following Myanmar relevant and applicable regulations.
- c) An **Insurance policy proposal** (medical, against accidents in the work, etc.) for each of the employees, including payment of compensation (as per Myanmar relevant laws) in case of injury or death.

2. Technical and economic Offer Form

The Economic Offer shall be inclusive of and in accordance with the statutory provisions of the Myanmar Labour Law, expressed in Myanmar Kyats Currency only, submitted according to the provided Template and indications detailed in ANNEX A – TECHNICAL SPECIFICATION.

Please fill in the table with the relevant information, considering that the pricing must be comprehensive of all relevant taxes and government dues as may be applicable. In no case the Italian Agency for Development Cooperation – Yangon Office will be responsible to pay taxes for this service.

The prices given in Myanmar Kyats in the table below cannot be modified during the duration of the contract.



MYANMAR – YANGON Office
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel: (+95-1) 538730, 538732 E-mail: yangon@aicis.gov.it
www.aicisyangon.org





Annex I - Auxiliary support services for the Office/Compound of the Italian Agency for Development Cooperation in Yangon (AICSY) – CAP 2171
Operating Expenses
List of staff, tasks, obligations, requirements and costs

TECHNICAL OFFER		ECONOMIC OFFER						
N	Job position	Requirements	Gross Monthly amount (MMK)	Management cost on Gross Monthly amount (MMK) 18%	Gross Monthly amount including management cost (MMK)	Total months amount (MMK)	Insurance and Medical Check up (MMK)	TOTAL
1	Maintenance - Caretaker Supervisor	At least 2 years of work experience. Features of decorum, security, confidence, experience and professionalism.	350,000,00	63,000,00	413,000,00	4.130,000,00	276,000,00	4,406,000,00
			A	B	C = A+B	D = C*10	E	D+E



[Handwritten signature]

MYANMAR – YANGON Office
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95 1) 538730, 538732 E-mail: yangon@aics.gov.it
www.aicsyangon.org



[Handwritten signature]



ITALIAN AGENCY
FOR DEVELOPMENT
COOPERATION

YANGON Office



2	Maintenance- Caretaker	At least 2 years of work experience. Features of decorum, security, confidence, experience and professionalism.	300,000,00	54,000,00	354,000,00	3,540,000,00	197,000,00	3,737,000,00
3	Maintenance- Caretaker	At least 2 years of work experience. Features of decorum, security, confidence, experience and professionalism.	300,000,00	54,000,00	354,000,00	3,540,000,00	484,000,00	4,024,000,00
4	Maintenance- Caretaker	At least 2 years of work experience. Features of decorum, security, confidence, experience and professionalism.	300,000,00	54,000,00	354,000,00	3,540,000,00	372,000,00	3,912,000,00



MYANMAR - YANGON Office
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel: (+95-1) 538730, 538732 E-mail: yangon@aiccs.gov.it
www.aiccsyangon.org







5	Cleaner Supervisor	At least 2 years of work experience. Features of decorum, security, confidence, experience and professionalism.- proven knowledge of English language	400,000,00	72,000,00	472,000,00	4,720,000,00	197,000,00	4,917,000,00
6	Cleaner (to be selected by the Service Provider)	At least 2 years of work experience. Features of decorum, security, confidence, experience and professionalism.- proven knowledge of English language	350,000,00	63,000,00	413,000,00	3,717,000,00	197,000,00	3,914,000,00
Total			2,000,000,00	360,000,00	2,360,000,00	23,187,000,00	1,723,000,00	24,910,000,00

* Cleaner will be contracted starting from 1st April 2020 until 31st December 2020, for a duration of 9 months



MYANMAR – YANGON Office
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95-1) 538730, 538732 E-mail: yangon@aiccs.gov.it
www.aiccsyangon.org

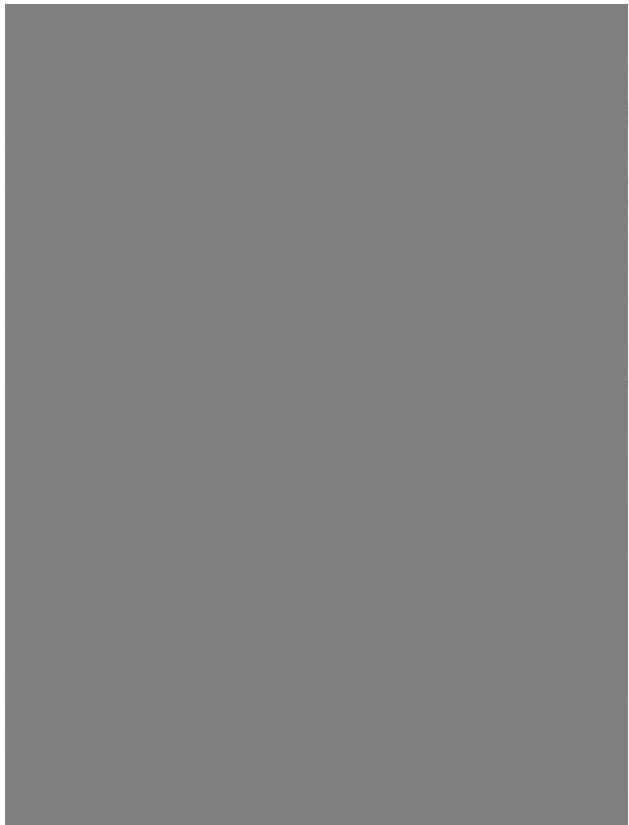


TECHNICAL OFFER STATEMENT	ECONOMIC OFFER STATEMENT
<p>THE UNDERSIGNED BIDDER AGREES TO GUARANTEE THE PROVISION OF THE AUXILIARY SUPPORT SERVICES FOR THE OFFICE/COMPOUND OF THE AICS-Y AS SPECIFIED IN THE ABOVE COLUMNS OF THE TECHNICAL OFFER.</p> <p>NAME AND SURNAME OF THE BIDDER OR HIS DULY AUTHORIZED REPRESENTATIVE</p> <p>MR. KSHITIJ CHAUDHARY</p>	<p>THE UNDERSIGNED BIDDER AGREES TO GUARANTEE FOR EACH SERVICE THE FIGURES AS INDICATED IN THE ABOVE COLUMNS OF THE ECONOMIC OFFER AND THE TOTAL AMOUNT OF THE COLUMN D.</p> <p>NAME AND SURNAME OF THE BIDDER OR HIS DULY AUTHORIZED REPRESENTATIVE</p> <p>MR. KSHITIJ CHAUDHARY</p>
<p>SIGNATURE OF THE BIDDER OR HIS DULY AUTHORIZED REPRESENTATIVE</p> 	<p>SIGNATURE OF THE BIDDER OR HIS DULY AUTHORIZED REPRESENTATIVE</p> 
<p>STAMP OF THE BIDDER</p> 	<p>STAMP OF THE BIDDER</p> 



YANGON Office

Supplier's Bank Details





MYANMAR - YANGON Office
41-7b Inya Myaing, Shwe Taung Gone Bahan Township, Yangon
Tel. (+95-1) 538730, 538732 E-mail: yangon@alics.gov.it
www.alicsyangon.org



Daily Exchange Rates

Daily exchange rates against Euro refers to February 25, 2020

Country	Currency	ISO Code	UIC Code	Rate	Rate convention	Reference date (CET)
MYANMAR	Kyat	MMK	107	1568.2	Foreign currency amount for 1 Euro	2020-02-25
UNITED STATES	U.S. Dollar	USD	001	1.0840	Foreign currency amount for 1 Euro	2020-02-25

The rates shown are taken from either institutional or otherwise reliable market sources; however, they are only indicative and are not intended to be used for any market transactions, directly or indirectly (i.e. as an underlying benchmark) or for any uses other than those laid down by Italian law. The Bank of Italy is not liable for any errors or inaccuracies. A careful approach is recommended when using data for countries with a dual exchange rate structure or where various exchange rates are available; in such cases please refer to the Notices section on the Bank of Italy's website.