



YANGON Office

Prot. No. AICSY-OUT-508-2020-04-02

To: The Manager
Super Seven Stars
No.4 Yadanar Street, Kyeik Ka San (West) Quarter,
Thingangyun Township
Yangon

ORDER LETTER

Reference:

- Quotation prot n. AICSY-IN-610-2020-06-30
- Quotation prot n. AICSY-IN-611-2020-06-30
- SMART CIG/CIG: ZCF2D86C3D

**SUBJECT: Maintenance of KIA Sorento CD22-10
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, 41–27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar

With the present letter we would like to place order to Super Seven Stars (Hereinafter referred to as the “The Service Provider”) to provide AICS-Y with the services listed in the attached quotations prot. No. AICSY-IN-610-2020-06-30 and AICSY-IN611-2020-06-30 n. of 30th of June 2020:

Terms of delivery:

- Expected time of completion of the service: 1 day

Terms of payment:

- Payment of 100% of the amount after delivery of the supply, within 15 days from the submission of the invoice
- BANK TRANSFER on bank account reported on the invoice

Total value of the order: MMK 699,825.00 (MMK Six Hundred Ninety-nine Thousands Eight Hundred Twenty-Five/00)

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



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The Service Provider is fully responsible for the completion of any acts under these contractual terms, 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 Service Provider shall execute the Service 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 Service Provider 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 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. 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 Service 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 Service Provider under the present 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. 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. The Service Provider is not allowed to transfer the Contract to a third Party. All information or materials acquired, compiled or prepared by the Service Provider in the performance of the Contract shall be confidential and shall be the absolute property of the Contracting Authority. 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 (conflict of interests).

This contract may be concluded by the Contracting Authority at any time for serious technical and/or contractual non-compliance of the Service Provider. 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. The Contracting Authority will pay to the Service Provider only the amounts corresponding to services 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



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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, 02.07.2020

For Italian Agency for Development Cooperation
Yangon Office

Director
Walter Zucconi



For Super Seven Stars

The Manager

Name and Surname: *Mr. ZAW ZAW AUNG*



Annexes:

- Quotation AICSY-IN-610-2020-06-30
- Quotation AICSY-IN-611-2020-06-30

