

Ufficio di Yangon

Prot. n. AICSY-OUT-295(A)-2018-05-11

PROJECT : “MONITORING AND VISIBILITY OF THE COOPERATION
INITIATIVES IN MYANMAR - AID 10493”

SERVICE CONTRACT

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

between

The Italian Agency for Development Cooperation - Yangon Office

(Hereinafter referred to as “**AICSY**”)

Represented by the Director Eng. Maurizio Di Calisto,

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

and

Zino Tech Co. Ltd

(Hereinafter referred as “**Zino Tech**”)

Represented by the Managing Director, Mr Thet Swe Htun

46 Ar thaw Ka Road, Tamwe Township, Yangon

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

WHEREAS

That with Decree n. 155 dated November 2, 2015, the Director of the Italian Agency for Development Cooperation authorized the allocation of *in loco* funds for the Project “Monitoring and visibility of the Cooperation initiatives in Myanmar – AID 10493”;

That as per the last version of the General Operational Plan approved by the Italian Agency for Development Cooperation, the Project foresees, among other, the implementation of the activity: “Creation and Management of the website”, as specified in the budget line n.3;

That AICSY intends to engage an IT Company, as a Consultant, to be supported in the above-mentioned implementation of the activity: “Creation and Management of the website”;

That the Zino Tech is ready and willing to accept this Consultancy Contract with AICSY on the below Terms and Conditions.

THE PARTIES AGREE AS FOLLOWS

ART. 1 – SCOPE OF THE CONTRACT

In the framework of the project “Monitoring and visibility of the cooperation initiatives in Myanmar - AID 10493”, the AICSY awards to Zino Tech, who hereby accepts, the execution and the completion of the service within the “Creation and Management of the website”.

The purpose of the contract is the provision of the service concerning three technical implementations to the official website of the Italian Agency for Development Cooperation in Yangon, pertaining to the project activities under the AID 10493. Specific items are:

1. Add one main menu and two submenus linking to aics.gov.it;
2. Add a new menu for “Public Contract” linking to a PDF document;
3. Implement latest security update.

The activities carried out by Zino Tech are described in Annex I- Quotation.

The days and hours of work of the Zino Tech’s personnel shall respect the Myanmar laws, regulations and customs and the requirements of the services.

While executing the Contract, Zino Tech will interact with the AICSY providing regular updates, when needed, to the Director of the Italian Agency for Development Cooperation - Yangon Office and to the experts delegated by the Director for supervising the execution of the Contract.

ART. 3 – CONTRACT AMOUNT

Zino Tech undertakes to execute and to complete the services and the related Contract amount is of Myanmar Kyats 182,900.00 (MMK one hundred eighty-two thousand nine hundred only), as indicated in the above-mentioned Annex I.

Hence both Parties reserve the right to amend the Contract, prior written consent of both parties. Zino Tech is solely responsible for the payment of service and all other taxes and government dues as may be applicable. In no case the AICSY will be responsible to pay taxes for this Service Contract.

ART. 4 - TERMS OF PAYMENT

Payments will be made by the AICSY through bank transfer to the Myanmar Kyats bank account specified by Zino Tech in one installment only after the completion of the service and submission of the final invoice. The invoice shall be duly dated, stamped and signed by Zino Tech. Bank account details are specified below:



ART. 5 - DURATION OF THE CONTRACT

The duration of the Contract depends on service completion. The effective date starts from the signature of this Contract and the Contract will stay into force until and not later than the 31st of May 2018.

ART. 6 – LIABILITY

AICSY accepts no liability for damage to persons or property related to the performance by the Zino Tech of the activities specified in this Service Contract.

Zino Tech 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 AICSY.

Zino Tech shall supply, without delay, any information and documents to the AICSY upon request, regarding the conditions in which the Contract is being executed.

Zino Tech 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.

Zino Tech shall indemnify the AICSY against any claims and proceedings arising from any infringement by Zino Tech, its employees and their dependents of such laws and regulations.

To perform these tasks, the Zino Tech shall comply with all the legislation in force in the Country in the field of medical, insurance and safety measures.

The employment relationship between Zino Tech and its staff employed by it to carry out the activities and any offspring from this litigation does not involve in any way the AICSY.

Zino Tech 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 AICSY. It shall not commit the AICSY in any way whatsoever without its prior consent and shall make this obligation clear to the third parties.

Zino Tech and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Country.

Zino Tech shall fulfill its commitment with the fullest regard to the interests of the AICSY.

The payments to Zino Tech under the Contract shall constitute the only income or benefit it may derive in connection with the Contract.

Zino Tech is fully responsible for acts and contractual terms of its personnel according to the Myanmar law in force, including the relative fiscal dispositions. In no circumstances Zino Tech will be responsible for the local personnel involved in the implementation of activities.

ART. 7 – SUBCONTRACTING AND TRANSFERABILITY





Zino Tech is not allowed to subcontract the provision of these Services and/or to transfer the Contract to a third Party.

ART. 8 – INTELLECTUAL AND INDUSTRIAL PROPERTIES RIGHTS

All reports, data and supporting records or materials acquired, compiled or prepared by Zino Tech in the performance of the Contract shall be confidential and shall be the absolute property of the AICSY.

Zino Tech shall, upon completion of the Contract, deliver all such documents and data to the AICSY.

Zino Tech may retain copies of such documents and data but shall not use them for purposes unrelated to this Contract without the prior written consent of the AICSY.

Zino Tech shall not publish articles relating to the activities or refer to them when carrying out any service for others, or divulge information obtained from the AICSY, without its prior written consent.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the AICSY, 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. 9 - TERMINATION OF THE CONTRACT

This contract may be concluded by the AICSY at any time for serious technical and/or contractual non-compliance of Zino Tech. In this case AICSY shall notify such non-compliance to Zino Tech, requesting to solve it within a specified period of 7 (seven) days. After this period, if Zino Tech has not provided it, the resolution of the Contract shall become effective on the seventh day after the deadline fixed in the notice.

This assignment may also be terminated by mutual consent between the parties, and / or in the event of Force Majeure.

Moreover, the AICSY may also, at its unquestionable discretion, suspend or permanently solve the contract for security reasons.

In all cases mentioned above, the amount corresponding to the services satisfactorily provided will be paid to Zino Tech.

ART. 10 - FORCE MAJEURE

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.

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.

A decision of the Italian Government/ the Italian Agency for Development Cooperation 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.

If either Party considers that any circumstances of force majeure have occurred which may affect the 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.

ART. 11 – CONFLICT OF INTEREST

Zino Tech shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract.

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.

Any conflict of interests which may arise during performance of the Contract shall be notified to the AICSY without delay.

In the event of such conflict, the Zino Tech shall immediately take all necessary steps to resolve it.

The AICSY reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Zino Tech 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 ZinoTech shall replace, immediately and without compensation from the AICSY, any member of its staff exposed to such a situation.

ART. 12 - SETTLEMENT OF DISPUTES

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.

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.

In the absence of an amicable settlement, a Party may notify the other Party requesting a settlement through conciliation by a third person.

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.



This doesn't mean, however, that the AICSY surrenders jurisdictional immunities and entitlements enjoyed by Diplomatic and Consular missions.

ART. 13 - FINAL PROVISIONS

The Parties of this Contract declare to have read this Contract, including its Annex, and that they agree with the same in all its parts and accept it fully.

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, 11/05/2018

FOR

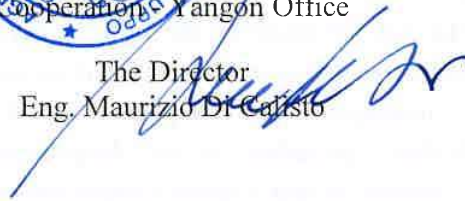
Zino Tech Co. Ltd

The Managing Director
Mr Thet Swe Htun



The Italian Agency for Development
Cooperation, Yangon Office

The Director
Eng. Maurizio Di Calisto





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QUOTATION TO

AICSYANGON
YANGON, MM

QUOTATION DETAILS

QUOTATION # 070518-1
DATE 07 MAY 2018

TASK	DESCRIPTION	LINE TOTAL (MMK)
Transparency	<ul style="list-style-type: none"> Add 1 main menu and 2 submenu which links to aics.gov.it 20 x 1,340 	26,800
Public Contract	<ul style="list-style-type: none"> Add new menu for Public Contract which links to pdf 10 x 1,340 	13,400
Security Update	<ul style="list-style-type: none"> Update website to latest security update One-time charges 100 x 1,340 	134,000

SUBTOTAL
MMK 174,200

5% GOVERNMENT TAX
MMK 8,700

TOTAL
MMK 182,900

Pet Sae Hlin

Bank Information



