



Prot. n. AICSY-OUT-80/2019-02-11

“GEWE-IT: GENDER EQUALITY AND SUPPORT TO WOMEN MICRO-BUSINESS
IN CHIN STATE AND NEIGHBORING AREAS
(GEWE-IT) – AID 11450”

CIG (BID CONTRACT IDENTIFICATION) No.: **7258475**

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 Eng. Maurizio Di Calisto,
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 Director General of the Italian Agency for Development Cooperation authorized, with Decree no. 106 dated December 27th, 2017, the allocation of funds for the Project “Gender Mainstreaming and Women Economic Empowerment in Chin State and Neighboring areas (GEWE-IT)” AID 11450 (Hereinafter referred to as the “**Project**”);

The Project “General Operational Plan”, approved on 9th April 2018 by the Italian Agency for Development Cooperation, foresees, among others, the provision of Technical Assistance to the Department of Social Welfare (hereinafter referred to as the “**DSW**”), within the Ministry of Social Welfare, Relief and Resettlement”, including consultancies and supply of relevant technical items to support the implementation of the National Strategic Plan of the Advancement of Women (2013-2022) (NSPAW), of which the DSW is the Local Authority in charge;

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Being the AICS Yangon (AICS-Y) Office the Contracting Authority for the provision of the Service herewith, the AICS-Y Director authorized, with Decree n. 877 dated 19th November 2018, the start of the bidding process;

The Contracting Authority, with internal note AICS-OUT-836-2018-10-31, decided to refer to the List of “Outsourcing Companies for the Supply and Management of Human Resources” published by the Ministry of Labor, Immigration and Population of Myanmar (see the web link: <https://www.mol.gov.mm/en/wp-content/uploads/2011/07/Address-Phone-829-8-2018ENG.pdf>);

The Contracting Authority, with internal note AICSY-OUT-876-2018-11-19, identified 8 Operators among the 82 listed by MoLIP, as capable of providing the requested outsourcing services for contracts’ management in the framework of the Project;

The Contracting Authority on 21st November 2018 sent formal request of quotation to the eight (8) bidders for the provision of Contracts Management Services for two local Consultants within the Project;

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

Therefore, the offer submitted on 5th December 2018 by WinCom Workforce Solutions Co.Ltd. was considered adequate and in line with the needs of the Project;

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

The Company WinCom Workforce Solutions Co.Ltd. 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 the project “Gender Mainstreaming and Women Economic Empowerment in Chin State and neighboring areas (GEWE-IT) - AID 11450”, the Contracting Authority awards to the Service Provider, who hereby accepts, the execution and the completion of the “Technical assistance to the DSW at central level, in the GEWE framework, in the implementation of the NSPAW through the Technical Working Groups (TWG)” for the project activities of the Italian Agency for Development Cooperation – AID 11450.
2. The scope of this Contract is the provision of contracts management service for two National Consultants identified by the Contracting Authority and the Department of Social Welfare (DSW) for providing qualified Technical Assistance to the Department, within the Project activities of the Italian Agency for Development Cooperation – AID 11450, aiming at developing the NSPAW.
3. The following Annexes are an integral part of the present Contract:

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- a) Annex 1 – Technical specifications;
 - b) Annex 2 – Terms of Reference of the 2 national consultants;
 - c) Annex 3 – Bank Account.
4. The Annex 2 - Terms of Reference 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 Annex 1, 2 and 3 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.
2. While executing the Contract the Service Provider will interact with the Contracting Authority providing regular updates to the AICS-Y Director and to the AICS-Y experts appointed by the Director for supervising the execution of the Contract.
3. Based on the tasks listed in the above-mentioned Annexes, the Service Provider will provide the following services:
 - a) prepare two suitable contracts for the two indicated consultant profiles, having each 12-month duration;
 - b) sign the two contracts with the appointed consultants;
 - c) ensure the general management of the two National Consultants' contracts in compliance with relevant applicable Myanmar regulations;
 - d) calculate and pay on monthly basis and in a timely manner the Consultants' relevant monthly salary, applicable income taxations, social and health insurance (medical, against accidents at the work, etc.) including payment of compensation (as per Myanmar relevant laws) in case of injury or death, as stated in the Annex 1;
 - e) calculate and pay on a timely manner any additional costs that may be requested by the Government for similar job profiles and Contracts, ensuring the timely payment of all relevant taxes;
 - f) reimburse to the two Consultants transportation and travel costs up to a maximum of 1,000 Euro per the whole duration of the contract. Transport and travel costs are limited to official reasons within Myanmar and will be considered as reimbursable items and will be covering

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only relevant costs inside Myanmar (for intra and inter-city journeys) that are exclusively carried out and authorized by DSW and AICSY within the scope of work of their assignment;

ART. 3 – CONTRACT AMOUNT

1. The Service Provider undertakes to execute and to complete the services and activities indicated in Annex 1 and 2 and to apply the prices indicated in the same Annexes for the service of two national consultants contracts management, in full compliance with the provisions of the present Contract, for a maximum amount of **EURO 74.953,00** (seventy-four thousand nine hundred fifty-three Euro only).
2. The Contract amount includes all the activities, consultancies, personnel, supplies, travelling 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 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 made monthly by the Contracting Authority by bank transfer to the EURO bank account specified by the Service Provider in Annex 3, only after the submission of the following documents:
 - a) A monthly invoice – in table format – showing the gross cost and detailing the net salary paid to the national consultants with their signature, taxes, insurances and the relevant management fee. Each invoice, backed by relevant evidences of payments, shall be dated, stamped and signed by the Service Provider and expressed in EURO currency only;
 - b) The reimbursables will be listed in a separate table. Eligible costs are only related to official job assignments such as travel outside NPT and will include travel costs and a per diem according to actual expenditures. Transport from home to work cannot be included, while costs for transport in NPT for official reasons – were vehicles not provided by DSW – are eligible. The Consultants will present their receipts and ask for a refund in Euro based on the exchange rate of the day, applied by CB Bank Myanmar. As per Art. 2, point f), the maximum reimbursable amount is equal to Euro 1.000,00 (one thousand Euro only) over the whole duration of the Contract;
2. All the above-mentioned documents shall be addressed to: the Italian Agency for Development Cooperation (AICS) - Yangon Office – Project AID 11450 – CIG 7258475.

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ART. 5 - DURATION OF THE CONTRACT

1. The duration of the Contract is 12 (twelve) months starting from the signature date.
2. The duration of the Contract may be extended, as for allowing the orderly completion of activities, following a written request submitted by the DSW to the Contracting Authority.
3. The Contracting Authority will evaluate the request and will negotiate with the Service Provider whether an extension period could be granted or not.

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.
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 claims and proceedings 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

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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 Consultants.

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 two Consultants selected by the Contracting Authority together with the DSW's representatives.
2. Were the service provided by each Consultant not considered satisfactory by the Contracting Authority – based on reports from the DSW – AICS-Y will identify a new Consultant and ask the Service Provider to sign a new Contract. In that case, the contract will cover the remaining period to make up the 12 months
3. If the termination is requested by the personnel, the Service Provider will notify it to the Contracting Authority. The Consultant should give at least a two-week notice.
4. The Contracting Authority is in charge together with the DSW of the identification of new staff. The service provider will take care of the replacement of personnel.

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. 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.



3. 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.
4. 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 working 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 15-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.
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 Consultant. The insurance policy will have to cover all risks associated with the execution of the required services.

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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. In the event of such conflict, the Service Provider shall immediately take all necessary steps to resolve it.
4. 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.

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

ART. 16 – 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.

ART. 17 - FINAL PROVISIONS



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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.

20/02/2019

In witness, whereof the Parties hereto have signed the Contract

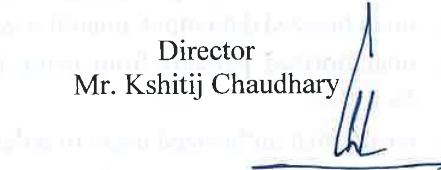

For Italian Agency for Development Cooperation
Yangon Office

Director
Maurizio Di Calisto




For WinCom Workforce Solutions
Company Limited

Director
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Contracts Management Services for two local Consultants to be hired in the framework of the Project
"GEWE-IT: Gender Equality and support to women micro-business in Chin State and neighbouring areas"
AID 11450 - CIG 7258475

Date 24/01/2019

ANNEX 1 – TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK OF THE CONTRACT

Within the Project "GEWE-IT: Gender Equality and support to women micro-business in Chin State and neighbouring areas - AID 11450", the Italian Agency for Development Cooperation – Yangon Office (hereinafter referred to as AICSY) is supporting the Government of the Republic Union of Myanmar in implementing the National Plan for the Advancement of Women 2013-2022 (NSPAW). To this aim, AICSY will contribute covering the costs of **two national consultants** that will assist the Department of Social Welfare (DSW) of Nay Pyi Taw in the management of the Technical Working Groups (TWG) created to implement the NSPAW.

Accordingly, AICSY and the DSW jointly carried out a local competitive selection procedure to identify **two national consultants** according to the profiles detailed in the TOR attached to the present Document. The first consultant will contribute to the execution of the TWG on Violence Against Women and Girls (VAWG) whereas the second will support the TWG on Gender Mainstreaming.

To ensure the smooth implementation of these Consultancy Contracts according to relevant Myanmar Labor regulations, **AICSY intends to select one Company for providing the Contracts management services for these two national consultants previously selected by AICSY itself and the DSW.**

The Terms of Reference for the two selected Consultants are attached to this Annex (Annex 2). The Company is asked to prepare suitable Contracts for the two indicated Consultant profiles, having each one an overall duration of 12 months, 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 salary, 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 two Consultants. AICSY 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, AICSY will award with a Contract the Company submitting the best offer for the present Request for Quotation. The Contract will have a duration of 12 months and will be signed by AICSY with the successful Company

The maximum total amount available for the implementation of this Contract is of EUR 89,000 for the whole period of duration (12 months).

The offers indicated in the provided Quotation shall be inclusive of and in accordance with the statutory provisions of the Myanmar Labour Law, expressed in Euro Currency only, submitted according to the provided Template and indications detailed in the Request of Quotation.

The Company shall consider in its offer that it will be responsible only for the payment to the Consultants of the salaries for their consultancy service to DSW to be paid on a monthly base, and to



[Handwritten signature]

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the payment of any relevant tax, insurance (medical, against accidents at the work, etc.), including payment of compensation (as per Myanmar relevant laws) in case of injury or death of any of its personnel, statutory benefits, if any, and/or all other taxes and government dues as may be applicable according to the relevant Myanmar Law and regulations. The selection procedure has already been carried out by AICSY in partnership with the DSW: the candidates have been already identified. **No selection procedure is requested to the Company.**

In no case the AICSY will be responsible to pay taxes for the Service Contract stipulated with the Company or for any taxation relevant to the Contract stipulated by the Company with the DSW consultants.

It must be clear and understood by the Company that the selected Consultants 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 relationship of Employer-Employee between said persons and the AICSY.

However, should there be any indications from the DSW of misbehavior of the selected consultants, AICSY reserves itself the right to replace the personnel previously selected with the DSW, whose Contract is managed by the successful Company, in the following cases:

- I. The consultants have been disseminating (directly and indirectly) knowledge or information acquired during his/her service and related to the work that has been done;
- II. They have been putting into action behaviors which may involve criminal acts (corruption, fraud, misuse of office equipment and funds, use or distribution of illegal substances);
- III. They have been demonstrating misconduct, proved incompetence, hierarchical insubordination, unjustified absence from work, failure to comply with schedules and work assignments, voluntary damage of the Office property.

If any of the above will occur and the quality of the Consultancy will be not considered satisfactory by AICSY and the DSW, the contestation of charge will be notified to the Company. Accordingly, AICSY and the DSW will carry out another selection to identify a suitable consultant. The Company will thus proceed with the replacement of the personnel deemed unsuitable and the signing of a new contract with the substitute consultant.

If the termination is requested by the Consultant, the Company will notify it to AICSY with at least 30 days advance notice, to ensure the procedures for identifying a suitable replacement may be carried out on time.

2. COMPANY PREVIOUS EXPERIENCE

To better evaluate the offer, AICSY requests that the Company submit:

- 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:



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**Contracts Management Services for two local Consultants to be hired in the framework of the Project
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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

- b) A **template of the Contract** that the Company would propose for the Consultancy indicated in the present Request for Quotation and relevant Consultancy TOR (Annex 1), clarifying how the Consultants will be paid, relevant taxation and fees, regulations



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regarding eligible holidays, request for vacations and/or sick leaves, etc. following Myanmar relevant and applicable regulations.

Please refer to ANNEX 1 (a) – Employment Contract

3. QUOTATION

The Company, while formulating its quotation, shall consider the following indications:

- a) The Company will calculate its remuneration as management fee for the Contract. **This fee cannot exceed the 18% of the gross salary estimated** for the two consultants previously identified by AICSY and DSW and whose Contracts Management Service is the object of the present Request for Quotation;
- b) The Quotation and relevant costs shall be expressed in Euro and cannot be changed or modified during the Contract's execution;
- c) The Consultancies' gross salaries are consistent to the professional level and qualifications of the Consultant and are calculated as follows:
 - i. National Consultant: the gross monthly amount shall be calculated considering a monthly net fee of EUR 2,200.00.
- d) The Company shall include in the quotation and be responsible for the payment of all taxes and government dues as applicable in accordance with the relevant Myanmar Laws and Regulations. In no case AICSY will be deemed responsible for the payment of any taxation relevant to the Service Contract.
- e) No additional remuneration can be paid to the consultants for extra working hours;
- f) The Company shall consider covering within the Contracts of the two Consultants also transportation and travel costs: they will be calculated as reimbursable items and will be covering only the transportation and travel costs inside Myanmar (for intra and inter-city journeys) that are exclusively carried out and authorized within the scope of work of their assignment. To be reimbursable, the business travels shall receive the prior approval by AICSY and the DSW. To fulfil the reimbursement, the Consultant will submit the AICSY's approval to the Company, together with suitable evidences of the travel costs, including invoices and payment receipts.

The Lump Sum amount estimated for covering the business travels is calculated as a maximum of 1,000.00 Euro for each Consultant for the whole contract duration. It will cover only transportations and/or flights.



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QUOTATION FOR National Gender Consultant (Mainstream)

Items Description	National Consultant	Remarks
(A) Monthly Net Salary (EUR)	2,200.00	
(B) Applicable Taxations and/or Government Dues EUR (please detail below what is included and indicate relevant calculation)..		
i. SSB 2% (Employee Contribution)	3.5	
ii. SSB 3% (Employer Contribution)	5.2	
iii. Personal Income Tax	355.4	
iv. Health Insurance Premium	5.8	
(Please include taxes, dues, health insurance etc.)		
(C) Gross Monthly Salary EUR (C= A+B)	2,570	
(D) Contract Management fee *	321	12.5% of Gross Salary
(E) Monthly Amount including Management Fee EUR (E=C+D)	2,891	
(F) Reimbursable Items: Transportation Costs (Fixed amount for the whole Contract= 1,000 Euro)	1,000.00	
(G) Total price for 12 months EUR (G= E*12 months + F)	37,476.50	Inclusive of Taxes

PLEASE find the Contract and the conditions of the award in the annex below.

Item Description	Amount (EUR)	Remarks



**Contracts Management Services for two local Consultants to be hired in the framework of the Project
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QUOTATION FOR National Gender Consultant (Violence Against Women and Girls)

Items Description	National Consultant	Remarks
(A) Monthly Net Salary (EUR)	2,200.00	
(B) Applicable Taxations and/or Government Dues EUR (Please detail below what is included and indicate relevant calculation)...		
i. SSB 2% (Employee Contribution)	3.5	
ii. SSB 3% (Employer Contribution)	5.2	
iii. Personal Income Tax	355.4	
iv. Health Insurance Premium	5.8	
(Please include taxes, dues, health insurance etc.)		
(C) Gross Monthly Salary EUR (C= A+B)	2,570	
(D) Contract Management fee *	321	12.5% of Gross Salary
(E) Monthly Amount including Management Fee EUR (E=C+D)	2,891	
(F) Reimbursable Items: Transportation Costs (Fixed amount for the whole Contract= 1,000 Euro)	1,000.00	
(G) Total price for 12 months EUR (G= E*12 months + F)	37,476.50	Inclusive of Taxes

TOTAL Cost for Contract - The total cost for implementation of this contract is as mentioned below -

Item Description	Amount (EUR)	Remarks
Cost for 2 Consultants	74,953	EUR 37,476.50 per consultant



**Contracts Management Services for two local Consultants to be hired in the framework of the Project
"GEWE-IT: Gender Equality and support to women micro-business in Chin State and neighbouring areas"
AID 11450 - CIG 7258475**

Particulars of the quotation – Item Description (B)

- i. Social Security Board (Employee Contribution) = 2% of income with a maximum of MMK 6,000 (approx. EUR 3.5)
- ii. Social Security Board (Employer Contribution) = 3% of income with a maximum of MMK 9,000 (approx. EUR 5.2)
- iii. Personal Income Tax = calculated as per Myanmar Labor Laws for a period of 12 month contract.
- iv. Health Insurance Premium = additional below benefits for the consultants for a duration of 12 month contract covering health emergency –
 - MMK 50,000 (EUR 29) per day for hospitalization (maximum period: 60 days during 12 months)
 - MMK 5,000,000 (EUR 2,907) for accidental death
 - MMK 4,000,000 (EUR 2,326) for death due to illness
 - MMK 4,000,000 (EUR 2,326) for permanent disability



A handwritten signature, possibly 'LL', written on a horizontal line.

**Contracts Management Services for two local Consultants to be hired in the framework of the Project
"GEWE-IT: Gender Equality and support to women micro-business in Chin State and neighbouring areas"
AID 11450 - CIG 7258475**

Date 24/01/2019

ANNEX 3 – BANK ACCOUNT

Bank account details of WinCom Workforce Solutions Company Limited for project GEWE-IT (AID 11450) are mentioned below –



The undersigned hereby certifies that the information provided in this document is true and correct and that the undersigned is authorized to sign and execute this document on behalf of the undersigned.

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ANNEX 2

Terms of Reference: National Gender Consultant (Mainstreaming)

Location: Women's Development Division in the Department of Social Welfare, Ministry of Social Welfare, Relief and Resettlement, Nay Pyi Taw

1. Background

The Women's Development Division in the Department of Social Welfare, Ministry of Social Welfare, Relief and Resettlement is responsible for the implementation of the Myanmar National Strategic Plan for the Advancement of Women 2013-2022 (NSPAW) which was developed in 2013. Myanmar is a signatory to the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the Beijing Platform for Action and the Sustainable Development Goals (SDGs). NSPAW guides the implementation of the CEDAW principles and the twelve priority areas of the Beijing Platform for Action in Myanmar.

The Myanmar National Committee on Women (MNCW) is responsible for policy, decision making and oversight implementation of NSPAW, including CEDAW recommendations, SDG 5 on Gender Equality and mainstreaming gender in other SDGs, and Myanmar commitments to the ASEAN Committee for Women (ACW) Work Plan 2016-2020. The Gender Equality and Women's Empowerment Co-ordination Group (GEWECG) aims to coordinate development partner technical and financial support for the implementation of NSPAW.

To support the implementation of NSPAW, four Technical Working Groups (TWGs) have been established to deal with specific technical issues. The Mainstreaming TWG aims to:

- a) ensure Sector Coordinating Groups mainstream gender in all policies, programmes and interventions including meeting NSPAW objectives, SDG 5 targets, UN CEDAW concluding observations, and UPR recommendations (Long term goal); and
- b) ensure SDG Goal 5 targets 5.4 (Social Protection), 5.6 (Health) and 5b (Technology) are integrated in the relevant Sector Coordinating Group plans (Short term goal).

The TWG reports to the MNCW every four months and will feed into and support broader work on Gender Equality and Women's Empowerment through the GEWE CG. The TWG seeks to further Myanmar's commitments with respect to CEDAW, the Beijing Platform for Action, and SDGs.

The Department of Social Welfare is looking for technical assistance to support the Women's Development Division (WDD) further the objectives of the four TWGs. Four technical assistants (one for each TWG) will be recruited to support the Women's Development Division. The TA will be full-time, embedded in the Women's Development Division. Support will be for one year initially, covering the period of July 2018-June 2019.

They will be coordinated by an international senior expert which will report to the WDD. This will in turn report to the DSW Director General. The four national technical assistants, the senior international consultant together with an international volunteer caring for the development of the TWG VAWG will constitute the Unit supporting the WDD and the DSW in general.

2. Objective and Scope of the Technical Assistance

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The objective of the technical assistance is to support the Women's Development Division to further the objectives of the NSPAW Mainstreaming Technical Working Group. The TA will be full-time, embedded in the Women's Development Division. Support will be for one year initially with scope to extend.

3. Recipient

The primary recipient of this project will be the Department of Social Welfare (DSW) in the Ministry of Social Welfare, Relief and Resettlement (MoSWRR).

4. Responsibilities a. Lead technical support to developing and implementing a costed five-year NSPAW Operational Plan;

b. In collaboration with the TWG co-chairs and members, DSW and other relevant ministries, develop an annual work plan and budget for the implementation of the relevant NSPAW priority area(s), including activities that address SDG 5 on Gender Equality, CEDAW recommendations, UPR recommendations, UNSCR 1325, Myanmar's commitments to ASEAN Committee on Women, and ASEAN Commission on Promotion and Protection of Rights of Women and Children;

c. Provide technical support to the Women's Development Division and the GEWE CG to mainstream gender with MSWRR and in other government strategies and plans;

d. Coordinate the Mainstreaming TWG;

e. Support the Women's Development Division to facilitate the GEWE Coordinating Group meetings and coordinate with development partners including civil society organisations, government departments, donors and the private sector;

f. Identify research and data needs, including sex-disaggregated data of existing data sets;

g. Develop communications materials for awareness-raising across government, in States and Regions, and with other stakeholders;

h. Identify and share good practice and learning from implementation;

i. Contribute to the drafting of policy briefs including policy recommendations and priorities;

The key responsibilities of the technical assistant will be to assist the Women's Development Division to:

j. Contribute to the State reports (UPR, CEDAW, SDG, etc.) through MNWCWA and MNCWA;

k. Collaborate actively with the three other TWGs to develop and implement work plan activities related to the NSPAW;

l. Coordination with development partners including civil society organisations, government departments (following due protocol), donors and the private sector;

m. Organize quarterly meetings of the TWG ensuring agendas are drafted and minutes are prepared and distributed;

n. Monitor and report on progress to the MNCWA and GEWE Coordination Group every six months.

o. Provide day to day support to the Women's Development Division activities.

p. In the short term, organize meetings with the relevant SCGs (Health, Social Protection and Disaster Management, and Transport and ICT) to assess whether SDG Goal 5 targets 5.4 (Social Protection), 5.6 (Health) and 5b (Technology) are integrated in the relevant SCG plans. When needed, define

AP.



together with the relevant SCG representatives possible strategy to integrate the targets in its policy strategy.

q. In the long term, organize at least two meetings per year with every SCG and the two non-sector coordinating Groups to assess the gender mainstreaming in their policies, programmes and interventions. In the first meeting, the technical assistant should assess the rate of mainstreaming in the related Sector (and non-sector) CG and the next steps to be taken to enlarge the space for mainstreaming actions; in the second meeting, the assistant should monitor the progresses done and support the Sector (and non-sector) CG to further them. These must be reported to the four TWGs.

r. Advocate and provide technical support to the SCGs and the two non-sector coordinating Groups for the appointment of a gender focal point in each SCG and a gender-responsive budgeting in all sectors, in line of the relevant NSPAW objectives, SDG targets, UN CEDAW concluding observations and UPR recommendations.

s. Closely and continuously coordinate with the other technical assistants working within the other TWGs, and closely and continuously work with the International Senior Expert leading the Unit, ensuring an on-going reporting flow on the activities realized.

5. Reporting and contracting arrangements

The Senior National Gender Adviser will report to the Director of the Women's Development Division.

The Adviser will report to and be line managed by the international senior coordinator of the NSPAW TWGs. The Adviser will regularly communicate with the TWG co-chairs who will provide technical guidance and feed into work planning and priority setting.

6. Profile and Competencies

- Masters degree in a relevant field in social science, development, social inclusion and gender mainstreaming and demonstrated experience in coordinating a diverse group of actors including government, CSOs, donors and others.
- A minimum of 7 years of experience working in the field of gender and development, including experience of working with government
- International experience essential, experience of working with government an advantage.
- An excellent understanding of the policy environment in Myanmar
- Established relationships with organisations (government, civil society, private sector, UN and donors)
- Strong organisational skills and an ability to prioritise time and competing priorities
- Well developed inter-personal skills and a demonstrated capacity to work effectively with a team, with limited supervision, and with people from diverse backgrounds
- Fluent in oral and written Myanmar and English
- Intermediate to advanced skills in Microsoft Office including Word, Excel and PowerPoint

7. Timing July 2018-June 2019

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Terms of Reference: National Gender Consultant (Violence Against Women and Girls)

Location: Women's Development Division in the Department of Social Welfare, Ministry of Social Welfare, Relief and Resettlement, Nay Pyi Taw

1. Background

The Women's Development Division in the Department of Social Welfare, Ministry of Social Welfare, Relief and Resettlement is responsible for the implementation of the Myanmar National Strategic Plan for the Advancement of Women 2013-2022 (NSPAW) which was developed in 2013. Myanmar is a signatory to the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the Beijing Platform for Action and the Sustainable Development Goals (SDGs). NSPAW guides the implementation of the CEDAW principles and the twelve priority areas of the Beijing Platform for Action in Myanmar.

The Myanmar National Committee on Women (MNCW) is responsible for policy, decision making and oversight implementation of NSPAW, including CEDAW recommendations, SDG 5 on Gender Equality and mainstreaming gender in other SDGs, and Myanmar commitments to the ASEAN Committee for Women (ACW) Work Plan 2016-2020. The Gender Equality and Women's Empowerment Co-ordination Group (GEWECG) aims to coordinate development partner technical and financial support for the implementation of NSPAW.

To support the implementation of NSPAW, four Technical Working Groups (TWGs) have been established to deal with specific technical issues. The Violence Against Women and Girls (VAWG) TWG aims to eliminate all forms of violence against all women and girls in the public and private spheres, including trafficking and sexual and other types of exploitation.

It reports to the MNCW every six months and will feed into and support broader work on Gender Equality and Women's Empowerment through the GEWE CG. The TWG seeks to further Myanmar's commitments with respect to CEDAW, the Beijing Platform for Action, and SDGs.

The Department of Social Welfare is looking for technical assistance to support the Women's Development Division further the objectives of the four TWGs. Four technical assistants (one for each TWG) will be recruited to support the Women's Development Division. The TA will be full-time, embedded in the Women's Development Division. Support will be for one year initially, covering the period of July 2018-June 2019.

They will be coordinated by an international senior expert which will report to the WDD. This will in turn report to the DSW Director General. The four national technical assistants, the senior international consultant together with an international volunteer caring for the development of the TWG VAWG will constitute the Unit supporting the WDD and the DSW in general.

2. Objective and scope of the Technical Assistance

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The objective of the technical assistance is to support the Women's Development Division to further the objectives of the NSPAW Violence Against Women and Girls (VAWG) Technical Working Group. The TA will be full-time, embedded in the Women's Development Division. Support will be for one year initially with scope to extend.

3. Recipient

The primary recipient of this project will be the Department of Social Welfare (DSW) in the Ministry of Social Welfare, Relief and Resettlement (MoSWRR).

4. Responsibilities

The key responsibilities of the technical assistant will be to assist the Women's Development Division to implement the work of the VAWG TWG:

- a. In collaboration with the TWG co-chairs and members, DSW and other relevant ministries, develop an annual work plan and budget for the implementation of the relevant NSPAW priority area(s), including activities that address SDG 5 on Gender Equality (with a special focus on target 5.2: to eliminate all forms of violence against all women and girls in the public and private spheres, including trafficking, sexual and other types of exploitation), CEDAW recommendations, UPR recommendations, UNSCR 1325, Myanmar's commitments to ASEAN Committee on Women, and ASEAN Commission on Promotion and Protection of Rights of Women and Children;
- b. Provide technical support to developing and implementing a five-year NSPAW Operational Plan;
- c. Identify research and data needs, including sex-disaggregated data of existing data sets; d. Develop communications materials for awareness-raising across government, in States and Regions, and with other stakeholders;
- e. Identify and share good practice and learning from implementation;
- f. Contribute to the drafting of policy briefs including policy recommendations and priorities, in cooperation with the relevant Parliament Commissions;
- g. Contribute to the State reports (UPR, CEDAW, SDG, etc.) through MNCW;
- h. Collaborate actively with the three other TWGs to develop and implement work plan activities related to the NSPAW;
- i. Coordination with development partners including civil society organisations, government departments, donors and the private sector;
- j. Organising quarterly meetings of the TWG ensuring agendas are drafted and minutes are prepared and distributed;
- k. Monitoring and reporting on progress to the MNCW and GEWE Coordination Group every six months.
- l. Provide day to day support to the Women's Development Division activities.
- m. Closely and continuously coordinate with the other technical assistants working within the other TWGs, and closely and continuously work with the International Volunteer already within the DSW and the International Senior Expert leading the Unit, ensuring an ongoing reporting flow on the activities realized.

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5. Reporting and contracting arrangements

The Senior National Gender Adviser will report to the Director of the Women's Development Division. The Adviser will report to and be line managed by the international senior coordinator of the NSPAW TWGs. The Advisor will regularly communicate with the TWG co-chairs who will provide technical guidance and feed into work planning and priority setting.

6. Profile and Competencies

- Master degree in a relevant field, among VAWG management, social science, development, social inclusion or human rights, and demonstrated experience in coordinating a diverse group of actors including government, CSOs, donors and others.
- International experience essential, experience of working with government an advantage
- A minimum of 5 years of experience working in the field of gender (preferably with regards to VAWG management) and development, including experience of working with government
- An excellent understanding of the policy environment in Myanmar
- Established relationships with organisations (government, civil society, private sector, UN and donors)
- Strong organisational skills and an ability to prioritise time and competing priorities
- Well-developed inter-personal skills and a demonstrated capacity to work effectively with a team, with limited supervision, and with people from diverse backgrounds
- Fluent in oral and written Myanmar and English
- Intermediate to advanced skills in Microsoft Office including Word, Excel and PowerPoint

7. Timing July 2018-June 2019

AP



အလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်

Employment Contract

စာချုပ်အမှတ်: _____

Contract No.: _____

မြန်မာနိုင်ငံ၊ _____ တိုင်းဒေသကြီး/ပြည်နယ်၊ _____ မြို့နယ်၊ _____ မြို့၊ _____
ရပ်ကွက်၊ _____ လမ်း၊ အမှတ် (____) တွင် နေထိုင်သော အလုပ်ရှင်အမည် _____
_____၊ နိုင်ငံသားစိစစ်ရေး ကတ်ပြားအမှတ်သို့မဟုတ် နိုင်ငံကူး လက်မှတ်အမှတ် _____
_____ (နောင်တွင် "အလုပ်ရှင်"ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်တွင်အခြား
နည်းဖြင့်ကိုယ်ပိုင်လုပ်ငန်းလုပ်ကိုင်သူ သို့မဟုတ် အကျိုးတူဖက်စပ်လုပ်ငန်းလုပ်ကိုင်သူပုဂ္ဂလိကလုပ်ငန်းဖြစ်ပါက
အလုပ်ရှင်သေဆုံးသည့်အခါ လုပ်ငန်းဆက်ခံသူ သို့မဟုတ် တရားဝင်ကိုယ်စားလှယ်တို့အားလုံး ပါဝင်သည်ဟု
မှတ်ယူရမည်။) ကတစ်ဖက်

Employer (name) _____, holder of citizenship scrutiny card No./passport no. _____,

Registered office address at no. _____, _____ Street/Road, _____

Ward/Township _____, city _____, region/state _____,

Republic of the Union of Myanmar (The expression "Employer" shall, in case of a sole proprietor,
partnership/joint-venture, private enterprise or deceased Employer, include any successors or legal
representative),

နှင့်

and

အလုပ်သမားအမည် _____၊ နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် သို့မဟုတ် နိုင်ငံကူးလက်မှတ်
အမှတ် (နောင်တွင်"အလုပ်သမား" "ဝန်ထမ်း"ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်တွင် လုပ်ခရသည်ဖြစ်စေ၊
မရသည်ဖြစ်စေအလုပ်လုပ်ကိုင်လျက်ရှိသော အလုပ်သင်များ၊ ပညာသင်များလည်း ပါဝင်သည်။ အလုပ်ရှင်
နှင့်အတူနေပြီး အလုပ်ရှင်အပေါ်တွင် မှီခိုနေသော အလုပ်ရှင်၏မိသားစုကို ပါဝင်သည်ဟုမသတ်မှတ်ရ) တို့သည်
_____ ခုနစ်၊ _____ လ၊ _____ ရက်နေ့၊ _____

နေရာတွင်အောက်ဖော်ပြပါအတိုင်းအလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်ကိုနှစ်ဦးနှစ်ဖက်လက်မှတ်ရေး
ထိုးချုပ်ဆိုကြပါသည်-



Employee (name) _____, citizenship scrutiny card No./passport no. _____

(The expression "Employee" (or worker/staff) shall include apprentices and trainees, whether Paid or unpaid, but exclude co-resident family members of the Employee who are dependent on the Employee).

၁။ အလုပ်အကိုင်အမျိုးအစား

1. Type of Job

(က) လုပ်ငန်းအမျိုးအမည်: _____

(a) Enterprise Description: _____

(ခ) လုပ်ငန်းတည်နေရာ: _____

(b) Location of Enterprise: _____

(ဂ) ရာထူး/အဆင့်: _____

(c) Designation/Level: _____

(ဃ) ဌာန: _____

(d) Department: _____

(င) တာဝန်အကျဉ်း: _____

(e) Summary of Duties: _____

Summary of Job Description ကို နောက်ဆက်တွဲဖြင့်လည်းဖော်ပြနိုင်သည်။

Summary of Job Description may be attached as an Annex to the Employment Contract.

၂။ အစမ်းခန့်ကာလ(သို့မဟုတ်) အလုပ်စတင်ဝင်ရောက်သည့်ရက်စွဲ

2. Probation Period/Date of Commencement of Employment

(က) စတင်ခန့်အပ်သည့် _____ ရက်နေ့မှစ၍ (၃) လပြည့်သည့်နေ့ _____ ရက်နေ့အထိ အစမ်းခန့်ကာလဖြစ်သည်။

(a) The Probation Period is three months, starting from the date of appointment of the Employee on to the date of _____ .

(ခ) အလုပ်စတင်ဝင်ရောက်သည့်နေ့ရက် _____ ခုနှစ်၊ _____ လ၊ _____ ရက်ဖြစ်သည်။



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(b) The date of commencement of the employment is _____.

မှတ်ချက်။ အလုပ်ရှင်မှ အစမ်းခန့်ကာလ မလိုအပ်ဟုယူဆပါကအတည်ပြု (အခြံတမ်း) ဝန်ထမ်းအဖြစ် တိုက်ရိုက်ခန့်အပ်နိုင်သည်။

Note: If the Employer deems a Probation Period unnecessary, the Employer may appoint the Employee directly as (permanent) staff.

၃။ လုပ်ခ/လစာ

3. Wage/Salary

- (က) နေ့စား (ကျပ်/နိုင်ငံခြားငွေ) _____
- (a) Daily Wage (MMK/FC) _____
- (ခ) ပုတ်ပြတ် (ကျပ်/နိုင်ငံခြားငွေ) _____
- (b) Piece-Rate (MMK/FC) _____
- (ဂ) လစား (ကျပ်/နိုင်ငံခြားငွေ) _____
- (c) Monthly Salary (MMK/FC) _____

(ဃ) လုပ်ခလစာကို အလုပ်ရှင်နှင့် အလုပ်သမား ကနဦးသဘောတူ သတ်မှတ်ထားသည့် လစာနှင့် အညီပေးချေသတ်မှတ်နိုင်သည်။ ယင်းအပြင်အလုပ်သမား၏ လုပ်ရည်ကိုင်ရည်ပေါ်တွင် အခါအား လျော်စွာ အလုပ်ရှင်နှင့်အလုပ်သမားတို့မှ နှစ်ဦးသဘောတူပြောင်းလဲ သတ်မှတ်နိုင်သည်။ (ထိုသို့ သတ်မှတ်ရာတွင် အနည်းဆုံးအကြေးငွေ သတ်မှတ်ချက်များနှင့် မဆန့်ကျင်စေရ။)

(d) Wage/salary shall be paid in accordance with the agreement between the Employer and the Employee. Depending on the Employee's performance (and subject to the Minimum Wage Rules), the wage/salary may upon mutual agreement between the Employer and Employee be amended from time to time.

(င) လုပ်ခလစာပေးရေးနှင့်ပတ်သက်၍ တည်ဆဲအလုပ်သမားဥပဒေများနှင့်အညီ အလုပ်ရှင်နှင့် အလုပ်သမားတို့က လိုက်နာလုပ်ဆောင်ရမည်။

(e) With regard to the payment of wage/salary, the Employer and the Employee shall Comply with the prevailing labor laws.

၄။ အလုပ်အကိုင်တည်နေရာ

4. Location of the Enterprise

မြန်မာနိုင်ငံ၊ _____ တိုင်းဒေသကြီး/ပြည်နယ်၊ _____ မြို့နယ်၊ _____
(ရပ်ကွက်/ကျေးရွာ/စက်မှုဇုန်)၊ _____ လမ်း၊ အမှတ် (_____)။





