

Prot. No. AICSY-OUT-672-2020-09-10

To: The Manager  
Wincom Workforce Solutions Co. Ltd.  
Yangon  
[kc@wincomsolutions.com](mailto:kc@wincomsolutions.com)

**ENGAGEMENT LETTER**

**Reference:**

- Request of quotation prot. n. AICSY-OUT-670-2020-09-09
- Quotation prot n. AICSY-IN-832-2020-09-10
- SMART CIG/CIG: ZB42E42219

**Subject: Service of daily transport of Local Staff to/from AICSY Office with disinfected VAN (ref. COVID-19 prevention measures)**

**AID 11758**

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,

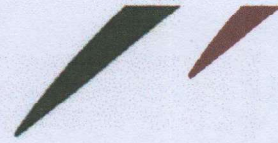
With the present letter would like to engage **Wincom Workforce Solutions Co. Ltd** (Hereinafter referred to as the “The Service provider”) for providing AICS-Y with the *Service of daily transport of AICSY staff from their residential premises to AICSY office using a private disinfected VAN in order to reduce the risk of contagion from COVID-19*, as detailed in Quotation prot n. AICSY-IN-832-2020-10-09.

In particular, the service includes:

- Daily Pick up of Local staff from their residential premises and drop off to AICS office at beginning of the shift.
- Daily Pick up of Local staff from AICSY office and drop off to their residential premise at the end of the shift.
- Disinfection, after and before each ride, of the Vehicle.
- Obligation for driver and passengers to use hand sanitizer when entering into the vehicle.
- Obligation for driver and passengers to wear facemask during the ride.
- Every Friday morning (or before, whether possible), AICSY will send to the service provider shift roster for the following week.
- The Service Provider will prepare route plans every week after receiving the shift roster for the following week






**YANGON Office**

- Roster of caretaker's/maintenance staff will be managed directly by the service provider.
- The service provider shall promptly inform AICSY whether Myanmar Government COVID-19 related Rules and Regulations (e.g. township lockdown etc.) shall not enable the execution of the service.
- AICSY will provide the service provider with an Official Letter listing all the staff authorized by the office to reach the workplace.
- The Service Provider shall prepare any necessary documents to allow transport of staff from residence to office and back as per requirements of the government
- The Service Provider shall provide a contact number (single point of contact) for all staff to coordinate in case of any emergency during the transport to/from the office
- Van disinfection and cleaning procedures shall also be informed to the maintenance/caretaker staff of AICSY in order to inspect the van on daily basis

**Duration of the service:**
***2 months, starting from 15.09.2020***

In case the service would be affected by Myanmar Government COVID-19 related Rules and Regulations (e.g. township lockdown etc.), the service shall be suspended or amended.

**Local staff to be considered:**

Sr No.	Name	Position	Duty Timetable	Shift Roster
1	Aye Aye Nyein	Administrative Assistant	9:00 AM to 5:00 PM	2/3 days per week, according to AICSY weekly shift roster
2	Akari Thein Zaw	Junior Executive Assistant	9:00 AM to 5:00 PM	2/3 days per week, according to AICSY weekly shift roster
3	Thet Naung Htwe	Caretaker/Maintenance Supervisor	9:00 AM to 5:00 PM (Day Shift) / 5:00 PM to next day 9:00 AM (Night Shift)	according to WINCOM shift roster
4	U Khin Maung Win	Caretaker/Maintenance	9:00 AM to 5:00 PM (Day Shift) / 5:00 PM to next day 9:00 AM (Night Shift)	according to WINCOM shift roster







**YANGON Office**

5	Nant Moe Moe Aye	Cleaner Supervisor	9:00 AM to 5:00 PM	2/3 days per week, according to AICSY weekly shift roster
6	San Naung Htoo	Caretaker/Maintenance	9:00 AM to 5:00 PM (Day Shift) / 5:00 PM to next day 9:00 AM (Night Shift)	according to WINCOM shift roster
7	Khin Cho San	Junior Finance and Logistics Assistant	9:00 AM to 5:00 PM	2/3 days per week, according to AICSY weekly shift roster
8	U Hla Ko	Caretaker/Maintenance	9:00 AM to 5:00 PM (Day Shift) / 5:00 PM to next day 9:00 AM (Night Shift)	according to WINCOM shift roster
9	May Zun Nyein	Cleaner	9:00 AM to 5:00 PM	2/3 days per week, according to AICSY weekly shift roster
10	Zaw Win Naing	Driver	9:00 AM to 5:00 PM	every day

**Terms of payment:**

- BANK TRANSFER to the following bank account:  
Bank name: [REDACTED]  
Account number: [REDACTED]  
Currency: MMK  
Account name: WINCOM WORKFORCE SOLUTIONS CO. LTD
- Monthly, within 15 days after submission by the service provider of the monthly invoice.

**Total value of the service:** MMK 3.400.000,00 (MMK three million four hundred Thousand only), equivalent to MMK 1.700.000,00 monthly cost\*2 months.

The contract amount is inclusive of Van rental fees, driver, fuel and cleaning/disinfecting materials and taxes







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

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 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 Project or the Supply without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent and shall make this obligation clear to the third parties. The payments to the 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 supply satisfactorily provided. Neither party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date when the Contract becomes effective.







YANGON Office

The Contracting Authority may at any time suspend or terminate the contract, with a 15 days notice to the Service Provider. The Contracting Authority will pay to the Service provider the amounts due to the date of suspension or termination of the contract.

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

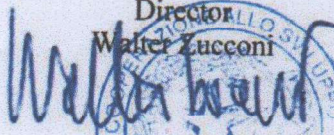

We are looking forward an early response from you.  
Thanking you for the support,

Regards,

Yangon, 11.09.2020

For Italian Agency for Development Cooperation  
Yangon Office

For Wincom Workforce Solutions Co. Ltd

Director  
Walter Zucconi  
  


Director  
Kshitij Chaudhary  
