

YANGON Office

Prot. No. AICSY-OUT-740-2020-10-15

To: The Manager
KMD Company Ltd.
No. 174-182, Pansodan Road, Kyauktada Township, Yangon
Myanmar

ORDER LETTER

Reference:

- Request of quotation prot. n. AICSY-OUT-862-2020-09-16
- Quotation prot n. AICSY-IN-854-2020-09-17
- SMART CIG: Z4D2E772E0

**SUBJECT: Supply of 1 Hard disk Mod. WD20EFAX, WD Red 3.5” 2 TB HDD 256MB 5400RPM
SATA HDD – AICS Yangon Country Office
CAP: 2171**

The Italian Agency for Development Cooperation – Yangon Office (AICS-Y), Hereinafter referred to as the “Contracting Authority”, Represented by the Head of Office Mr. Walter Zucconi, 41–27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar,

With this order letter sets out terms and conditions of the provision of “IT equipment” to be supplied by “KMD Co. Ltd.” (Hereinafter referred to as “The Supplier) to the Contracting Authority, as detailed in the quotation prot. No. AICSY-IN-854-2020-09-17 submitted to AICS Yangon and described below.

Description:

- N.1 Hard disk
 - o Technical specifications: Mod. WD20EFAX, WD Red 3.5” 2 TB HDD 256MB 5400RPM SATA HDD
- System Test and Hardware Replace Service

Terms of delivery:

- Expected time of delivery from order: within 7 days
- Delivery costs included
- Delivery address: AICS Yangon Office, 41–27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar

Shipment of goods must be accompanied by delivery note.

Warranty: 1 year

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Terms of payment:

- BANK TRANSFER

Total value of the order: MMK 199,500.00 (5% commercial tax included)

Bank account details:

- Bank account Number: [REDACTED]
- Bank account Name: KMD COMPANY LIMITED;
- Bank Name and Address: [REDACTED]

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

The Supplier 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.

In particular, as per Art. 3 of the Italian Law 13 august 2010, n. 136 and subsequent amendments, the Supplier is committed to comply with all the obligations on financial flows traceability. The Supplier acknowledges that payments must be done on a bank or postal account dedicated, even if not in an exclusive way, to financial transactions concerning works, services and provisions of public orders. The Supplier declares that the specified bank account is dedicated, even if not in an exclusive way, to receive funds and payment related to public procurement.

The Supplier shall execute the Supply 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. The Supplier 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 Supplier 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 Supplier 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 Supplier under the present Contract shall constitute the only income or benefit it may derive in connection with the Contract. The Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract. The Supplier 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 Supplier's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority. The

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Supplier is not allowed to transfer the Contract to a third Party. All information or materials acquired, compiled or prepared by the Supplier in the performance of the Contract shall be confidential and shall be the absolute property of the Contracting Authority. The Supplier 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 Supplier. In this case, the Contracting Authority shall notify such non-compliance to the Supplier through a warning letter, identifying the issue and requesting to solve it within 15 days. After this period, having the Supplier 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 Supplier 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

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, 15/10/2020


For Italian Agency for Development Cooperation
Yangon Office

Head of Office
Walter Zucconi



For KMD CO. LTD.

Position
Name



Tin Zar Lin (Ms.)
Senior Manager

