

SEDE AICS YANGON

To: The Manager
Peace Myanmar Electric Holding Co., Ltd.
 171, Mya Nandar Road,
 Tharkayta Industrial Zone, Tharkayta Township,
 Yangon 11161 Myanmar
 Tel: [REDACTED]
 Fax: [REDACTED]
 Mobile: [REDACTED]

ENGAGEMENT LETTER**Reference:**

- Request for quotation prot. n. U.0016616.14-12-2020
- Quotation prot n. I.0000507.12-01-2021
- SMART CIG/CIG: Z893031A58

**SUBJECT: Works - AICS Office – Installation of 2 Air Conditioning Units
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 letter of engagement sets out terms and conditions of the “Installation of 2 Air Conditioning Units” to be provided by “Peace Myanmar Electric Holding Co., Ltd.” (Hereinafter referred to as “service provider”) to the Contracting Authority, as detailed in the quotation prot. n. I.0000507.12-01-2021 submitted to AICS Yangon, to be performed at AICS Yangon Office.

Works description:

- Installation of 2 Air Conditioning Units (Mitsubishi, Mod. MSGF-13VC)

Duration:

- Expected time of completion of the work: 2 days

Terms of payment:

- Payment of 100% of the amount after completion of the work, upon submission of the invoice.
- BANK TRANSFER to the following bank account:
Bank: [REDACTED]

SEDE AICS di YANGON
 MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBODIA
 41-27 Inya Myaing, Shwe Taung Gone, Bahan Township
 Yangon – Myanmar
 Tel. (+95.1) 7538730, 7538732
 E-mail: segreteria.yangon@aics.gov.it
<https://yangon.aics.gov.it/>

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Account no.: XXXXXXXXXX
Account name: Peace Myanmar Electric Holding Co., Ltd
Currency: MMK

Total value of the contract: MMK 700,875.00 (MMK Seven Hundred Thousand and Eight Hundred Seventy-Five only/00), tax included

The value of the present contract includes material and labor charge.

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

The 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.

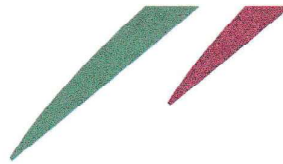
In particular, as per Art. 3 of the Italian Law 13 august 2010, n. 136 and subsequent amendments, the Provider is committed to comply with all the obligations on financial flows traceability. The Provider acknowledges that payments must be done on a bank or postal account dedicated, even if not in an exclusive way, to financial transactions concerning works, services and provisions of public orders. The Provider 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 Provider shall execute the work 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 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 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 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 Work 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 Provider under the present Contract shall constitute the only income or benefit it may derive in connection with the Contract. The Provider and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract. The 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 Provider's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority. The Provider is not allowed to transfer the Contract to a third Party. All information or materials acquired, compiled or prepared by the Provider in the performance of the Contract shall



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be confidential and shall be the absolute property of the Contracting Authority. The 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 Provider. In this case, the Contracting Authority shall notify such non-compliance to the Provider through a warning letter, identifying the issue and requesting to solve it within 15 days. After this period, having the 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 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

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, 15.01.2021

For Italian Agency for Development Cooperation
Yangon Office

Head of Office
Walter Zucconi



Walter Zucconi

Annexes:

- Quotation prot n. I.0000507.12-01-2021

For Peace Myanmar Electric Holding Co., Ltd.

The Manager
Name and Surname:

Zaw Htay Oo

Zaw Htay Oo
Chief Executive Engineer
(Service Centre)

Peace Myanmar Electric Holding Co., Ltd.

