



SEDE AICS di YANGON

Paesi di competenza:

MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBOGIA



To: Phan Nhat Thanh
 3C COMPUTER AND SERVICES, JSC
 No. 32, Nui Truc Alley, Nui Tuc Street
 Ba Dinh District, Ha Noi, Viet Nam

ENGAGEMENT LETTER

Reference:

- Request of quotation prot. no. U. 0007921.25-03-2021
- Quotation prot no. I. 0008280.29-03-2021
- SMART CIG/CIG: ZBB3138171

Subject: Service of IT Technical Support for Italian Agency for Development Cooperation in Yangon – Ha Noi Project Office

AID 11121

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 **3C Computer and Services, JSC** (Hereinafter referred to as the “The Service provider”) for providing AICS HANOI Project Office with the “*Service of IT Technical Support for Italian Agency for Development Cooperation in Yangon – Ha Noi Project Office*”, as detailed in Request for Quotation prot. no. U.0007921.25-03-2021 and in the Quotation prot. no. I.0008280.29-03-2021.

In particular, the service shall include:

Task	Description	Price per hour
On-site technical support	<ul style="list-style-type: none"> o Technical support on client’s premise o Troubleshooting the problem with client’s network, internet, and computer software 	300.000 VND *After one hour of on-site technical support, the price decreases to 200.000 VND/hour.

VIETNAM – HANOI Project Office

18, Le Phung Hieu Street
 Hoan Kiem District, Ha Noi

www.aicsyangon.org



	<ul style="list-style-type: none">o Maintenance services on computer systems and IT equipmento Does not include hardware, software or training costso Minimum of 1-hour charges	
Remote technical support	<ul style="list-style-type: none">o Support remotely via Teamviewer or any other software suggested by the service providero Troubleshooting the problem with client's network, internet, and computer softwareo Does not include hardware, software or training costs	200.000 VND

Duration of the service:

From the date of signature by both parties of the present letter of engagement until 31.12.2021.

Maximum value of the contract/engagement letter:

- 2.000 Euro (VAT excluded) or equivalent in VND.

Terms of payment:

- BANK TRANSFER to the following bank account:

██
██
██

Account currency: VND

- On monthly basis, within 15 days after submission by the service provider of the related invoice.
- Payments will be done in VND.
- All the payments will be done on the basis of the actual hours of work provided.

Other terms:

The Service Provider will send a resume of the total hours of remote technical support service provided on a daily basis. The Service Provider will fill a logbook for on-site technical support.

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, in accordance with the Vietnamese existing laws, rules and regulation and their modifications in time – as applicable. That responsibility includes the relevant fiscal law. The Service Provider 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 Vietnam 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 did not correct 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

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

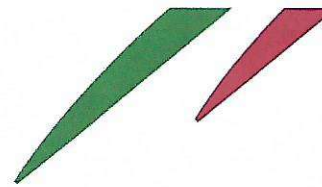
We are looking forward an early response from you.



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Thanking you for the support,

Regards,

Yangon, 07/04/2021

For Italian Agency for Development Cooperation
Yangon Office



Head of Office
Walter Zuconi

For the Service provider
Authorized representative

Phan Nhat Thanh

