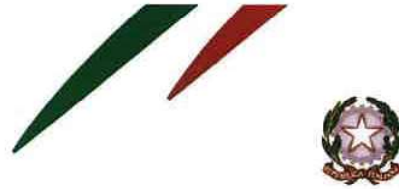




YANGON Office



To:

Miss Ma Thu Zar

Real Life Advertising

Telephone: [REDACTED]

Email: [REDACTED]

Address: No. B(5), Gyo Phyu Street, Mingalar Taung Nyunt Township, Yangon, Myanmar

AID 10493

ENGAGEMENT LETTER

Reference:

- Request of Quotation Prot. No. U.0000431.11-01-2021
- Quotation Prot No. I.0001165.19-01-2021
- SMART CIG/CIG: To be notified via mail

Subject: Roll Up Italian Embassy in Yangon -AICS for the Event with WFP at the "Temporary COVID-19 Aung Mint Mo Center"

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.

This letter of engagement sets out terms and conditions of the "printing of a Roll Up to be used at the "Temporary COVID-19 Aung Mint Mo Center" to be provided by Real Life Advertising (Hereinafter referred to as "service provider") to the Contracting Authority, as detailed in the request for quotation Prot. No. U.0000431.11-01-2021 and in the quotation Prot No. I.0001165.19-01-2021 .

In particular, the service shall include:

- Printing of 1 roller Stand with Backlit Film, according to designed already shared

The inauguration ceremony at the "Temporary COVID-19 Aung Mint Mo Center" on the on the 21st of January 2021 is the occasion to launch the AICS funded intervention "Food and nutrition assistance to government-managed COVID-19 Treatment Center in Yangon" and implemented by WFP.

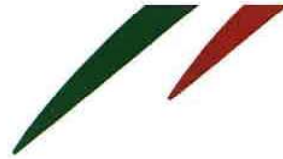
At the event will take part: AICS Yangon, the Italian Ambassador, the WFP Deputy Country Representative and the Chief Minister of Yangon. The event and the initiative are widely inscribed to the participation of AICS Yangon in the COVID-19 Response in Myanmar. This is explain the need to apply the communication and visibility strategy of AICS Yangon, through the realization of a Roll Up in order to give AICS visibility to this event.

Total value of the service: The final total amount of the service is MMK 90,000.00 (MMK Ninety Thousand /00), considering the 4,000,00 discount as per quotation received. Commercial tax is included.

Duration of the service:

From the signature of the engagement letter to the roll up delivery, within the same day of the order, 20th of January.

MYANMAR – YANGON Office
E-mail: yangon@aics.gov.it
<https://yangon.aics.gov.it/>



YANGON Office

Terms of payment:

- BANK TRANSFER
Bank account: [REDACTED]
Bank account holder: [REDACTED]
Bank Name: CB Bank
- 100% of the payment at the end of the service, after approval of the final product, within 15 days after submission by the service provider of the related invoice.
- Payment to be made in MMK based on the exchange rate of the Central Bank at the date of the invoice

Other terms:

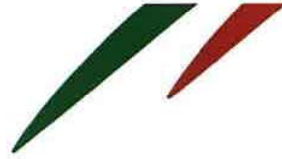
Any variation of terms and conditions must be accepted in written by the Contracting Authority,

The Service Provider is fully responsible for the completion of tasks 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 Service Provider 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 Service Provider is committed to comply with all the obligations on financial flows traceability. The Service 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 Service 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 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, if the need be. 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





YANGON Office

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.

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.
Thanking you for the support,

Regards,

Yangon, 19/01/2021

For Italian Agency for Development Cooperation
Yangon Office

Head of Office
Walter Zucconi



For the Service provider
Authorized representative

Miss Ma Thu Zar

