



SEDE AICS YANGON

To: The Manager

PHO PYONE CHO

113/8 (B) Kabaraye Pagoda Road,
Bahan Township, Yangon

ORDER LETTER

Reference:

- Request of quotation prot. n. U.0016130 . 08-12-2020
- Quotation prot n. I.0016610. 14-12-2020
- SMART CIG/CIG: ZFA2FE18EF

SUBJECT: Supply of Stationery items

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 “Stationery items” to be supplied by “Pho Pyone Cho” (Hereinafter referred to as “The Supplier) to the Contracting Authority, as detailed in the quotation prot. n. I.0016610.14-12-2020 submitted to AICS Yangon and the items listed in **Annex 1**:

Terms of delivery:

- Expected time of delivery from order: within 5 Days
- Delivery costs: Free Transportation
- Delivery address (if applicable): AICS Yangon Office, 41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar

Shipment of goods must be accompanied by delivery note.

Warranty: One-Year warranty upon service, maintenance and spare parts NOT including Consumable, PCB Cards, damages caused by electricity fluctuation and damages caused by user's misuse.

SEDE AICS di YANGON
MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBODIA
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Terms of payment:

BANK TRANSFER

- [REDACTED]
Bank account holder: Pho Pyone Cho
[REDACTED]

- 100% of the payment after delivery
- Payment within 1 month from the delivery
- Payment to made in MMK

Total value of the order: MMK 745,300/-

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



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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 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, 18/12/2020



AGENZIA ITALIANA
PER LA COOPERAZIONE
ALLO SVILUPPO



SEDE AICS YANGON

For Italian Agency for Development Cooperation

Yangon Office
Head of Office
Walter Zucconi

Walter Zucconi

For Pho Pyone Cho Stationery

Name and Position

Shin Khin Jue Jue OO

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ANNEX I

NO.	CODE	ITEM DESCRIPTION	UNIT	QTY
1	OU8515	BINDER CLIP 15mm(60PCS)	PCS	2
2	OU1012	SMALL KNIFE ,	PCS	1
3	ME00922	ALKALINE BATTERY(2PCS)AAA	PCS	5
4	OU0027	PUSH PIN BOARD(49PCS)	BOX	10
5	ME0779	STAPLE REMOVER	PCS	4
6	SPRD0454	WHITEBOARD MARKER(RED)	PCS	6
7	SPBK0454	WHITEBOARD MARKER(BLACK)	PCS	9
8	ME01952	MAX STAPLER SMALL	PCS	4
9	ME0101	KANGARO STAPLER BIG 23S13	PCS	1
10	OU0281	STAPLES (5 mm)(1000PCS),	PCS	5
11	OU0167	STAPLES (6 mm)(1000PCS)	PCS	6
12	SPBL0009	PILOT PEN(Blue)	PCS	20
13	SPBK0009	PILOT PEN(Black)	PCS	20
14	ME0839	PAPER PUNCH WITH RULER	PCS	4
15	OU1804	WHITEBOARD MAGNETS(12PCS)	PCS	3
16	OU0798	WHITEBOARD ERASER	PCS	2
17	OUBL0090	STAMP PAD BLUE,	PCS	2
18	SPBK0399	PERMANENT MARKER LIKE PEN	PCS	10
19	OUN6090	PIN BOARD 2'*3' GREEN	PCS	3
20	OUS8104	PAPER CLIPS (BOX)	BOX	4
21	FI 0018	RING BINDER BANTEX	PCS	35
22	ME0712	TIME CARDS (50 pcs)	PKT	3
23	PP00307	DOUBLE A (A4 80 GSM)	REAM	80