



SEDE AICS di YANGON

Paesi di competenza:

MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBODIA



To: Nguyen Ngoc Minh
 Cong Ty Co Phan Tru Moi – Khu Trung



ENGAGEMENT LETTER

Reference:

- Request of quotation prot. no. U.0021761.30-07-2021
- Quotation prot no. I.0021905.02-08-2021
- SMART CIG/CIG: Z0832AD15A

Subject: Service of COVID-19 office disinfection 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 Head of Office Mr. Walter Zucconi, 41–27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar,

With the present letter would like to engage **Cong Ty Co Phan Tru Moi – Khu Trung – Termite Control and Fumigation Company (TCFC) Hanoi Branch** (Hereinafter referred to as the “The Service provider”) Represented by the Director Mr. Nguyen Ngoc Minh for providing AICS HANOI Project Office with the “*Service of COVID-19 office disinfection for Italian Agency for Development Cooperation in Yangon – Ha Noi Project Office*”, as detailed in Request for Quotation prot. no. U.0021761.30-07-2021 and in the Quotation prot. no. I.0021905.02-08-2021

In particular, the service shall include:

Service	Description	Price per time/service
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On-site disinfection	COVID-19	<ul style="list-style-type: none">- COVID-19 disinfection to be performed onsite office premises, 7 rooms. - Service to be performed at: AICS HANOI Office, Casa Italia, 18, Le Phung Hieu Street, Hoan Kiem District, Ha Noi. - Service to be provided 1 (one) time per week, every Monday from 4:30pm to 5:30pm, from the date of signature of the present contract until 31/12/2021. If needed, AICSY shall request the service provider, upon its availability, to perform extra disinfection services. - Equipment + Hygienic and sanitary material necessary for the disinfection shall be provided by the service provider. The related costs are included in the service costs. - COVID-19 prevention measures shall be followed by the service provider staff in charge	400.000 VND (VAT excluded)
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	for the disinfection at AICS Hanoi Office.	
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Starting date:

Date of signature of the present letter of engagement by both parties.

Duration of the service:

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

Only costs related to services performed during such period are eligible for payment requests submitted with reference to the present contract/engagement letter.

In case of worsening of COVID-19 health situation in Ha Noi, and/or enforcement by the Vietnamese Authorities of restrictive measures which may affect the correct delivery of the service herein referred, the parties shall mutually agree to adapt terms and conditions of the service provision to such changed external conditions.

Maximum value of the contract/engagement letter:

- **500 Euro (VAT excluded) or equivalent in VND**, which is VND 13.637.000. Reference is made on Italian Central Bank exchange rate (<https://tassidicambio.bancaditalia.it/dailyRates>) of the date of signature of the present contract/engagement letter.

Terms of payment:

- BANK TRANSFER to the following bank account:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- On monthly basis, within 15 days after submission by the service provider of the related invoice. The invoice shall mention specifically how many times and in which days the service has been performed by the service provider.
- Payments will be done in VND.

Termination of the contract/engagement letter:

This assignment may be terminated by mutual consent between the parties, with a 30-day notice to each other in written.

Other terms:

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



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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 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 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.

VIETNAM – HANOI Project Office
18, Le Phung Hieu Street
Hoan Kiem District, Ha Noi
www.aicsyangon.org



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Thanking you for the support,

Regards,

Yangon, 04/08/2021

For Italian Agency for Development Cooperation
Yangon Office

Head of Office
Walter Zucconi



For the Service provider
Authorized representative

Nguyen Ngoc Minh



GIÁM ĐỐC
Nguyễn Ngọc Minh