



SEDE AICS di YANGON
Paesi di competenza:
MYANMAR, BANGLADESH, VIETNAM, LAOS,
CAMBOGIA



To: Ta Phan Thi Nhan
Cong Ty TNHH Dien May Sakura Viet Nam

ORDER LETTER

Reference:

- Request of quotation prot. n. U.0021128.26-07-2021
- Quotation prot n. I.0021653.29-07-2021
- SMART CIG/CIG: ZCD32AD377

Subject: Supply of water dispensers for the Italian Agency for Development Cooperation in Yangon - Hanoi 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 this order letter sets out the terms and conditions of the provision of “**Water Dispensers**” to be supplied by “Cong Ty TNHH Dien May Sakura Viet Nam” (Hereinafter referred to as “The Supplier”) represented by the Director Ms. Vuong Ngoc Thach to the Contracting Authority, as per quotation prot. No. I.0021653.29-07-2021 submitted to AICS Yangon and hereby detailed:

NO.	ITEM DESCRIPTION	QUANTITY	MODEL	UNIT PRICE	TOTAL PRICE
1	Karofi water dispenser	2	Cay nuoc nong lanh HC15 (n. 1 in quotation)	2.990.000,00 VND + VAT 10%	5.980.000,00 VND +VAT 10% 6.578.000,00 VND

Terms of delivery:

- Expected time of delivery: as soon as possible. In any case, within 1 week, starting from the day when orders enacted in the Country/City by the Vietnamese Authorities for the containment of COVID-19 spread will be withdrawn and delivery of such items will be authorized.
- Delivery costs: Free Transportation
- Delivery address: AICS Hanoi Office, Casa Italia, 18, Le Phung Hieu Street, Hoan Kiem District, Ha Noi

Shipment of goods must be accompanied by delivery note.

Warranty: if applicable

Terms of payment:

- BANK TRANSFER
[REDACTED]
[REDACTED]
[REDACTED]
- 100 % of the payment after delivery
- Payment will be done in VND.

- **Total value of the order: VND 6.578.000,00** (inclusive of VAT and any due taxes and fees and delivery costs)

Other terms:

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, in accordance with the Vietnam existing laws, rules and regulation and their modifications in time – as applicable. That responsibility includes the relevant fiscal law. The Supplier shall assume the obligations on financial flow traceability.

The Supplier shall execute the good provision 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 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 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 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 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, 04/08/2021

For Italian Agency for Development Cooperation
Yangon Office

Head of Office
Walter Zuconi



For the Supplier
Authorized representative

Vuong Ngoc Thach

