



ITALIAN AGENCY  
FOR DEVELOPMENT  
COOPERATION

SEDE AICS di YANGON

*Paesi di competenza:*

MYANMAR, BANGLADESH, VIETNAM, LAOS,  
CAMBOGIA



To: Mrs. Le Thi Thuy Anh  
Cong Ty TNHH May Van Phong Anh Khoi

[REDACTED]

Tel: [REDACTED]

Email : [REDACTED]

### ENGAGEMENT LETTER

#### Reference:

- Request of quotation prot. n. U.0024117.30-08-2021
- Quotation prot n. I.0024361.01-09-2021
- SMART CIG/CIG: Z4D32ED8C6

**Subject: Six-months rental service of one (1) multifunctional colour photocopier 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 the present letter would like to engage **Cong Ty May Van Phong Anh Khoi - Anh Khoi Photocopy Machine, LTD** (Hereinafter referred to as the “Service provider”) Represented by the Director Me. Pham Quoc Hung for providing AICS HANOI Project Office with the “*Six-months rental service of one (1) multifunctional colour photocopier for the Italian Agency for Development Cooperation in Yangon - Hanoi Project Office*”, as detailed in Request for quotation prot. No. U.0024117.30-08-2021 and in the quotation prot. No. I.0024361.01-09-2021

In particular, the service shall include:

Service	Description	Unit price
Rental of Ricoh MPC 5504 photocopier machine (PRINT, SCAN, COPY, LAN, WI-FI)	- Monthly Rental service of the photocopier machine	2.000.000 VND (VAT excluded)/month

	<ul style="list-style-type: none"> <li>- 1.000 colour copies included in the rental fees</li> <li>- 2.000 black and white copies included in the rental fees</li> <li>- Genuine black and white cartridge and toner included in the rental fees</li> <li>- Genuine colour cartridge and toner included in the rental fees</li> <li>- Maintenance services for photocopier machine during all the rental period included.</li> </ul>	
Extra colour copy	- To be applied to each copy exceeding 1.000 colour copies included in the monthly rental fees.	1.000 VND (VAT excluded)/copy
Extra black/white copy	- To be applied to each copy exceeding 2.000 black/white copies included in the monthly rental fees.	200 VND (VAT excluded)/copy
Delivery and installation	- Delivery and installation service.	500.000 VND (VAT excluded)/lump sum

Terms of delivery:

- Delivery and installation costs: 500.000 VND.
- 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 address: AICS Hanoi Office, Casa Italia, 18, Le Phung Hieu Street, Hoan Kiem District, Ha Noi

Duration of the service:

6 months rental service from the date of delivery and installation of the photocopier machine.

Maximum value of the contract/engagement letter:

- **900 Euro (VAT excluded) or equivalent in VND**, which is VND 24.324.300. 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:  
Bank Name: [REDACTED]  
Bank account holder: [REDACTED]  
Bank account no.: [REDACTED]  
Account currency: VND
- On monthly basis, within 15 days after submission by the service provider of the related invoice. If applicable, the invoice shall mention specifically how many extra black and white copies and how many extra colour copies have been printed out by the Contracting Authority within that precise month corresponding to the invoice.
- Payment will be done in VND.

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 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.

Thanking you for the support,

Regards,

Yangon, 06/09/2021

For Italian Agency for Development Cooperation  
Yangon Office

Head of Office  
Walter Zucconi



For the Supplier  
Authorized representative

Pham Quoc Hung

