

REPUBLIC OF THE UNION OF MYANMAR
OFFICE OF THE COMMANDER-IN-CHIEF(ARMY)
DIRECTORATE OF PROCUREMENT
NAY PYI TAW, MYANMAR

Reference No.DPNS-AD-23/2020/3(898) (Local)

Dated : 28th August, 2020

To,

Messrs Mega Hill General Trading Co. Ltd.,
No. 11(M) Pandita Street, 7 Quarter, Hlaing Township,
Yangon
Fax No. : (951) 535764

SUBJECT: PROCUREMENT FOR (1) ITEM OF STEERING SYSTEM,ENGINE PROPULSION
CONTROL SYSTEM, ENGINE MONITORING SYSTEM,EXTERNAL FIRE FIGHTING
SYSTEM, ELECTRICAL EQUIPMENT, MARINE WINDOWS AND MARINE DOOR & DECK
MACHINERY FOR AT-02

Reference : Your revised offer No. Nil; dated: 23 - 7 -2020

Dear Sirs,

We are pleased to inform you that your revised offer for the supply and
delivery of the Stores as per list mentioned below & attached with detailed
specification at a total prices and costs indicated have been accepted subject to the

terms and conditions given hereunder (Wherein you are referred to as “the Supplier” and we are referred to as “ the Purchaser”)-

SN	DSN	Description	A/U	Qty	Rate (Kyat)	Amount (Kyat)
1	7	Deck Machinery PELICAN HOOK Proof load Test : 60T @ 5 mins Production : Forged Process : 2 layer coating with Red Finishing : 250 KG G.W : 250 KG <u>Including</u> ▪ Bole Shackle : 2 Nos ▪ Master Link : 1 No Model : SWL35T Brand : PILOTFITS Country of Origin : China	No	3	2,450,000.00	7,350,000.00
		Total Amount Kyat				7,350,000.00

In Words : Kyat Seven Million Three Hundred and Fifty Thousand Only
 Delivery : within (4-5) months after signing of the contract
 Origin : China
 Warranty : One Year

Article : 1 Total Value of Order
 K 7,350,000.00 (Kyat Seven Million Three Hundred and Fifty Thousand Only)

Article :2 Shipment & Delivery

The Supplier shall effect shipment of the stores within (4-5) months after receipt of Firm Order and all shipping arrangement are to be made by the Supplier.

Article :3 Warranty

The Supplier shall guarantees the stores delivered for a period of (1) year after Inspection of the stores,at Receiving Depot on condition that the Purchaser handle the stores properly under normal storage

conditions and under normal use and operation according to Supplier's instruction.

Article :4 Packing Instruction

The Stores should be suitably packed for overseas shipment and inland transportation and rough, handling. In each package there shall be place packing specification in which the content shall be clearly indicated.

Article :5 Marking Instruction

The package shall be marked in accordance with the package marking instructions attached as Appendix "A" to this order.

Article :6 Export Permit

It shall be responsibility of the Supplier to obtain any necessary Export Permit from the Department of the Government concerned.

Article: 7 Installation, Commissioning Test Run and Training

The Purchaser Undertakes to provide free of charges for Installation, Commissioning Test Run and training of the Store if necessary at the Receiving Depot.

Article :8 Performance Bank Guarantee

The Supplier shall provide the Purchaser an Performance Bank Guarantee issued by Myanma Economic Bank, Myanmar (or) Innwa Bank, Yangon, covering 5% of the total price of the Firm Order amounting to K 367,500.00 (Kyat Three Hundred Sixty Seven Thousand and Five Hundred Only) within (3) working days after receipt of firm order as security for due performance and full compliance of the obligations by the Supplier under this Firm Order. If the Supplier fail to submit the Performance Bank Guarantee which will affect the payment of the Firm Order as per Article 18.

Article: 9 Penalty For Late Submission of Performance Bank Guarantee

(a) In the event of delay to submit the Performance Bank Guarantee within the period stipulated in Article 8, one of the following penalties for late submission of Performance Bank Guarantee will be paid by the Supplier to the Purchaser within (10) days from the due date of Article 8:

- 1% of Performance Bank Guarantee (OR)
- K 1,000,000.00

- (b) The Purchaser shall have the right to determine the appropriate one of the above-mentioned penalties to be imposed to the Supplier.
- (c) Should the Supplier fail to fulfill the contractual obligation mentioned in Article 8 and Article 9(a) the Purchaser shall have the right to terminate the contract and the Purchaser will treat the Supplier and its business firm as unreliable Supplier. In this option, the purchase will cancel the Supplier's Company registration and any submission of its proposal and product introduction will not be allowed for two consecutive years.

Article : 10 Release of Performance Bank Guarantee

Release of Performance Bank Guarantee will be made by the Directorate of Procurement, Office of the Commander-in-Chief (Army), Nay Pyi Taw on the successful completion of the Firm Order.

Article : 11 Insurance

Insurance of the Stores are to be effected by the Supplier with the a Reputable Insurance Company in Singapore. In the event of Loss or damage during shipment, the Supplier's shall re-supply the same Stores without extra charges to the Directorate of Procurement.

Article :12 Information of Delivery

The Supplier shall inform the Directorate of Procurement, Office of the Commander- in-Chief (Army), Nay Pyi Taw by TELEX/FAX also follow by letter, the date of delivery, the name of steamer/ Aircraft on which the Stores are placed on board, well in advance in order to facilitate clearance on arrival.

Article :13 Late Delivery Penalty

In the event of delay or failure to deliver the Stores within the stipulated period of delivery due to causes solely attributable to the Supplier, penalty shall be paid by the Supplier to the Purchaser as follows:-

- | | |
|--|--|
| Within (1) month to (2) months from the date of fixed delivery | - 1 % of the Firm Order Value of the Stores so delayed/or not delivered. |
| Between (2) months to (4) months | - 3% of the Firm Order Value of the Stores so delayed/or not delivered. |
| More than (4) months | - 5 %of the Firm Order Value of the Stores so delayed/or not delivered and Purchaser may at his option cancel whole or part of Firm Order so delayed or not delivered. |

Article:14 Receiving Depot

The Stores shall be accepted at the Yangon Central Naval Stores Depot, Thanlyin, Yangon (hereinafter referred to as the "Receiving Depot").

Article:15 Progress Report

The Supplier shall render report as to the progress of the shipment from time to time as may be called for by the Directorate of Procurement, Office of the Commander-in-Chief (Army), Nay Pyi Taw.

Article:16 Inspection And Rejection

- (a) The Stores shall be inspected and / or tested within 15 days by the Purchaser after delivery at the Receiving Depot. The Supplier will assign its representative to witness the open package inspection. In the absence of a representative from the Supplier or for any reasons, the Supplier 's representative is not able to attend open package inspection, the Purchaer will complete the open package inspection unilaterally and any Stores found damage, shortage or differing in specification, shall be rejected by the Purchaser. The Stores rejected under this Clause shall not be considered as having been delivered under this Firm Order, and the Supplier shall, within a reasonable period specified by the Supplier, deliver satisfactory Stores in the place of the same at his own expense.

- (b) The Stores so rejected after delivery shall be sent back to the Supplier at his own expense for replacement.

Article:17 Replacement of rejected stores

All Stores found at the time of final inspection in Nay Pyi Taw to differ from the original specification or defective will be rejected and reshipped at the Supplier's expense and the Supplier shall replace such Stores with fresh new and serviceable consignment identical in all respects to the Stores originally specified in this order.


Article:18 Terms of Payment

- (a) The total price of the stores shall be paid to the Supplier by means of Account Transfer in favour of receipt of the certified receipt voucher (CRV) from Receiving Depot.
- (b) Partial payment against partial delivery is to be allowed .

Article:19 Duties and Taxes

- (a) All duties and taxes in relation with this firm Order, payable outside Myanmar shall be borne by the Supplier.
- (b) All duties and taxes in relation with this firm Order, payable in Myanmar according to the Myanmar laws shall be borne by the Purchaser.
- (c) The Supplier shall pay the stamp duty to Ministry of planning and Finance, the Republic of the Union of Myanmar in accordance with the Myanmar Stamp Act before signing of the Firm Order.

Please acknowledge receipt of this formal order with confirmation as to the acceptance or otherwise of the terms and conditions set out above by Fax.


For Managing Director
Wunna Myint-Assistant General Manager

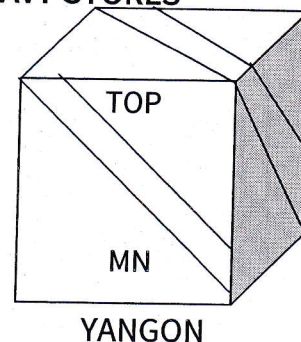


Copy to :

1. Q.M.G' s Dept (Q-2C)
2. C.N.C (Navy)
3. Director, Account Office,
Commander-In-Chief (Army)
4. A.G.M (Finance)
5. A.G.M (Shipping)
6. Office Copy
7. Float

Authority : 898th P&DC meeting held
on Dt: 21-8-2020
Budget Head: 44-2-2-(7)(Local)
Demand : AD/ L/S/CNED/D-23/2019-
2020
Dated : 28-5-2020
Year : 2019-2020

PACKAGE MARKING INSTRUCTION FOR THE MYANMAR NAVY STORES



1. On Top of the Package - - - -
 - (a) A light band from the lower right hand corner to left hand top corner.
 - (b) Light grey letterings "MN"
 - (c) The letter "TOP" to be painted in black
 - (d) Destination "Yangon" in black.
2. On Side of Package - - -
 - (a) A light band from the lower right hand corner to left hand top corner.
 - (b) Destination " YANGON " below the symbol in black
 - (c) Destination of Stores.
 - (d) Voucher/ Invoice Number.
 - (e) Directorate of Procurement Contract No. DPNS-AD-23/2020/3(898)(Local)
Dated 28th August , 2020
 - (f) Weight of Package
 - (g) Measurement of Package.
3. The Package Number , i.e. the quantity of package relating to one Voucher / Invoice will be numbered separately . If the number of package relating to one Invoice amounts to say 100 packages, will be number as shown under -
 - (a) The No .1 Package will be numbered 1 of 100
 - (b) The No .2 Package will be numbered 2 of 100 and so on.
4. One Copy of the Voucher / Invoice will be enclosed in the No. 1 Package i.e. if the number of packages in respect of one Voucher / Invoice amounts to say 100 packages, the No.1 package of this 100 packages should contain one copy of the invoice.
5. The Location of the Invoice enclosed in the package will be indicate thus **"INVOICE HERE"**
6. A packing note showing the quantity, weight and description of the stores contained in each package will be endorsed in each package.
7. Other packages in respect dangerous inflammable and fragile stores, etc., will in addition to the above, bear marking in accordance with the regulations of the Shipping and Insurance Companies Concerned.
8. Packing- The Stores should be securely packaged in normal tropical packing to be durable, strong and sufficient to withstand overseas shipments.