



Berhan Bank

Contract Agreement

Between

Berhan Bank S.C.

and

Malam Engineering PLC

**Procurement of PowerEdge R960
servers with 4TB Memory**

Contract No. BrB/Server/2024/25/35



**March, 2025
Addis Ababa**

Contract Agreement for Supply of PowerEdge R960 server

This Contract is made and entered into this **March, 31st 2025** by and between; **Berhan Bank S.C** (hereafter referred to as "the Purchaser") whose address is in Addis Ababa, Sub-city Bole, Kebele 03/05 House No. 2185 Tel. 0116 630127 P.O.Box 387 code 1110 Fax 0116 623431.

AND

Malam Engineering PLC (hereinafter referred to as "the Supplier") whose address is in Addis Ababa; Bole Subcity, Bole Brass, Reality Plaza, 8th Floor, room no. 801 P.O. Box 13845, Addis Ababa, Tel: +251 115582626/0911258038/0911522449 Fax: +251 558330, E-mail; info@malamengineering.com, Ethiopia.

Whereas the Purchaser is desirous to procure that certain goods and ancillary services should be provided by the Supplier **2 Units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters**. The Purchaser has accepted a bid by the supplier for the supply of goods and services to meet its requirements.

Therefore, the two parties have agreed to perform as per the following terms and conditions:

1. Definitions :

In this contract, the following terms shall be interpreted as indicated below:-

- a) **"THE CONTRACT"** means the agreement entered into between the purchaser and the Supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) **"THE CONTRACT PRICE"** means the price payable to supplier under the contract for the full and proper performance of its contractual obligations;
- c) **"THE PURCHASER"** means **Berhan Bank S.C.**
- d) **"THE SUPPLIER"** means **Malam Engineering PLC**
- e) **"THE GOODS"** means **2 Units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters.**
- f) **"DAY"** means **Calendar day.**

2. General Provisions

- 1.1 This Condition of Contract shall apply to the extent they are not superseded by provisions in other parts of the contract.
- 1.2 The entire proposals of suppliers and different annexes (which shall be listed in this contract) shall be deemed to form the integral parts of this contract.

3. Subject Matter of the Contract

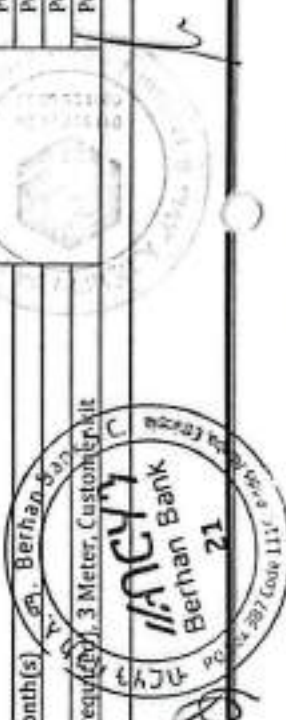
- 1.3 Unless otherwise agreed, the solution stated in the following table 1 is deemed to be subject matter of the contract.

I Received one Original
Contract agreement
Berhan Bank S.C
31/03/25



Table 1: Specification with Price for PowerEdge R960 server with 4TB Memory

No.	Description of Goods and Services	Country of Origin	UoM	Qty	Unit Price Inc 15% VAT	Total Price Inc 15% VAT
1	PowerEdge R960		Pcs	2	16,557,910.20	33,115,820.40
	Trusted Platform Module 2.0 V3		Pcs	2	-	-
	2.5" Chassis with up to 16 Hard Drives (SAS/SATA), Smart Flow, 4CPU, PERC11		Pcs	2	-	-
	2x Intel® Xeon® Gold 6448H 2.4G, 32C/64T, 16GT/s, 60M Cache, Turbo, HT (2.50W) DDR5-4800		Pcs	2	-	-
	2x Intel® Xeon® Gold 6448H 2.4G, 32C/64T, 16GT/s, 60M Cache, Turbo, HT (2.50W) DDR5-4800		Pcs	2	-	-
	Heatsink for 4 CPU Configuration (CPU more than or equal to 205W, No GPU)		Pcs	2	-	-
	Performance Optimized		Pcs	2	-	-
	5600MT/s RDIMMs		Pcs	2	-	-
	64GB RDIMM, 5600MT/s, Dual Rank		Pcs	128	-	-
	C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)		Pcs	2	-	-
	PERC H755 with rear load Brackets		Pcs	2	-	-
	1.6TB SSD SAS Mixed Use up to 24Gbps SED FIPS-140 S12e 2.5in Hot-Plug 3DWPD AG Dr.v6		Pcs	14	-	-
	Power Saving Dell Active Power Controller		Pcs	2	-	-
	UEFI BIOS Boot Mode with GPT Partition		Pcs	2	-	-
	Quad, Fault Tolerant Redundant(2+2), Hot-Plug Power Supply,1400W MM		Pcs	2	-	-
	Rack Power Cord 4M (C13/C14 12A)		Pcs	8	-	-
	Riser Config 0, Half Length, 4x16 FH Slots (Gen5), 4CPU	USA/China/ Netherlands/ UK/Thailand/ Mexico/Poland/ Philippines/Czech Republic/ Taiwan/Malaysia	Pcs	2	-	-
	PowerEdge R960 Motherboard		Pcs	2	-	-
	Broadcom 57504 Quad Port 10/25GbE SFP28, OCP NIC 3.0		Pcs	2	-	-
	Broadcom 5720 Dual Port 1GbE LOM		Pcs	2	-	-
	Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Full Height, V2, FIRMWARE RESTRICTIONS APPLY		Pcs	2	-	-
	Agnoctic Dual Port 32GB Fibre Channel HBA, PCIe Full Height		Pcs	2	-	-
	PowerEdge 4U LCD Bezel		Pcs	2	-	-
	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)		Pcs	2	-	-
	SFP+ SR Optic, 10GbE, for all SFP+ ports except high temp validation warning cards		Pcs	8	-	-
	iDRAC9, Enterprise 16G		Pcs	2	-	-
	Dell Connectivity Client - Enabled		Pcs	2	-	-
	iDRAC Service Module (ISM), NOT Installed		Pcs	2	-	-
	iDRAC Group Manager, Enabled		Pcs	2	-	-
	2U Combo Drop-In/Stub-In Rails with Cable Management Arm		Pcs	2	-	-
	PowerEdge R960 Shipping EMEA1 (English/French/German/Spanish/Russian/Hebrew)		Pcs	2	-	-
	PowerEdge R960 CE Marking, No BIS or CCC Marking on 2.5" Chassis		Pcs	2	-	-
	Order Configuration Shipbox Label (Ship Date, Model, Processor Speed, HDD Size, RAM)		Pcs	2	-	-
	Parts Only Warranty 12Months, 12 Month(s)		Pcs	2	-	-
	ProSupport and Next Business Day Onsite Service, 36 Month(s)		Pcs	2	-	-
	Infrastructure Deployment Selected		Pcs	2	-	-
	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 3 Meter, Customized		Pcs	12	10,779.92	129,359.04
					Total Price with 15% VAT	33,245,179.44



4. Documents Forming an Integral part of the Contract:

- 4.1 The following documents which are attached herewith shall be deemed to form an integral part of this contract:
- a) The Supplier Technical and Financial bid submitted in response to the Purchaser 's Bid reference no. BrB/ OCB /IE/2024/25/14.
 - b) Any clarification given by the supplier in response to the Purchaser 's request and any letter wrote by the supplier under restricted Bidding reference no BrB/ OCB /IE/2024/25/14.
 - c) The award letter reference no. BrB/SCCMD/0701/17 dated March 25/2025;

5. Conformations to Standards:

- 5.1 **2 units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** to be supplied under this Contract shall confirm to the requirements and standards mentioned in the Technical Specification submitted by in response to Purchaser 's Bid reference no. BrB/OCB /IE/2024/25/14 and the Purchaser's award letter BrB/SCCMD/0701/17 dated March 25/2025;

6. Intellectual Property and Patent Rights:

- 6.1 The supplier warrants that the supply or use of **2 units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** does not infringe any patent, design, trade - name or trade mark.
- 6.2 The supplier shall fully indemnify, defend and hold the purchaser harmless against all third – party claims of infringement or patent, trademark or industrial design right arising from **2 units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** or any parts thereof in the Ethiopia.

7. Inspection and Tests:

- 7.1 The purchaser or its representative shall have the right to test the **of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** to confirm their conformity to the contract specifications. The process shall be conducted at the final destination, i.e. at head office of Berhan Bank S.C. Main Store or at Berhan Bank S.C. IT Infrastructure Department Office in Addis Ababa.
- 7.2 Should any inspected or tested **of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** fail to conform to the specifications, the Purchase shall reject them and the supplier shall either replace the rejected good or make all alterations necessary to meet specifications free of cost of the Purchaser.



- 7.3 The purchaser's right to inspect, test and where necessary, reject the **of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** shall in no way limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative.

8. Personnel:

- 8.1 The supplier shall assign personnel for the delivery of the **of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** to the Purchaser's main warehouse or at Berhan Bank S.C. IT Infrastructure Department Office in Addis Ababa.

9. Delivery:

- 9.1 The supplier shall deliver all **PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** within 60 days after LC approval with assumption for the Purchaser shall facilitate LC approval Process.

10. Warranty:

- 10.1 The supplier warrants that the **of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** to be supplied under the contract are new and unused of the most recent or current models and those they incorporated all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that all the goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission.
- 10.2 The Warranty shall be standard 3 years warranty and with Pro Support and next business day onsite support service and dell power Edge R960 End of life beyond 5 years and must include free software, firmware and hardware device driver updates.
- 10.3 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 10.4 Upon receipt of such notice of defect the Supplier shall, with all reasonable speed, repair or replace the defective parts thereof, without cost to the Purchaser.

11. Price and Manner of Payment:

- 11.1 The total Amount for **2 units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** is Birr 33,245,179.44 (Birr Thirty Three Million Two Hundred Forty Five Thousand One Hundred Seventy Nine and 44/100).
- 11.2 The purchaser will cover any increase in the exchange rate beyond Birr 135.00 per USD during the contract period, with the condition that the total payment to the supplier does not exceed that of other bidders who participated in the tender.



- 11.3 **30% of contract amount i.e. Birr 9,973,553.83 (Birr Nine Million Nine Hundred Seventy Three Thousand Five Hundred Fifty Three and 83/100 only)** will be paid in advance upon issuance of equivalent amount of Advance Payment Guarantee by the supplier in form of Unconditional Bank Guarantee or Cash Payment Order (CPO).
- 11.4 **70% of contract amount i.e. Birr 23,271,625.61 (Birr Twenty Three Million Two Hundred Seventy One Thousand Six Hundred Twenty Five and 61/100 only)** will be paid when all the Goods delivered by the supplier and confirmed by the Purchaser's IT Infrastructure Department.
- 11.5 The Supplier's request (s) for payment shall be made to the purchaser in writing, accompanied by an invoice describing as appropriate; the goods delivered any services performed and upon fulfillment of other obligations stipulated in the contract and the payment shall be made in Birr.
- 11.6 The purchaser will deduct the legally prescribed withholding tax from the payments it makes to the Supplier.
- 11.7 The purchaser will pay the payment to supplier by transferring to supplier account at Berhan Bank S.C. – **Malam Engineering PLC**, Account Number..... within seven days, when legal receipt issued by supplier.

12. Performance Bond:

- 12.1 The Supplier shall be responsible to furnish Unconditional Performance Guarantee **Birr 3,324,517.94 (Birr Three Million Three Hundred Twenty Four Thousand Five Hundred Seventeen and 94/100)**
- 12.2 The proceeds of the performance bond shall be payable to the purchaser as compensation when the supplier failed to complete its performance obligations under the Contract;
- 12.3 The Performance Bond shall be denominated in the currency of the contract, and shall be in the following form:
- a) A Bank guarantee or
 - b) A Cash Payment Order
- 12.4 The performance bond will be discharge by the purchaser no later than **30 (Thirty) days** following the date of completion the supplier's performance obligations.

13. Change of Orders:

- 13.1 The purchaser may, at any time by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following:
- a. The place of delivery



14. Contract Amendments:

14.1 Subject to provisions of this document, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

15. Assignment :

15.1 The supplier shall not assign, in whole or in part, its obligation to perform under this contract, except with the purchaser's prior written consent.

16. Use of Contract Documents and Information:

16.1 The supplier shall not, without the Purchaser's written consent disclose the contract, or any provision thereof, and specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.

17. Delays in Supplier's Performance:

17.1 Delivery of the **2 Units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** shall be made by the supplier in accordance with the time schedule prescribed in the Contract.

17.2 If there is any delay, the supplier shall promptly notify the purchaser in writing of the fact of the delay, likely duration and its cause(s).

17.3 As soon as practicable after receipt of the supplier's notice, the Purchasers shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without liquidated damages, in the case the extension shall be ratified by the parties by amendments of the contract.

17.4 In such case the supplier is obligated to pay 0.1% of the total contract price for everyday it defaults to supply the **2 Units of PowerEdge R960 server with 4TB Memory and 12 units of dell networking cable 3 meters** which shall not exceed 10% of the contractual amount.

18. Termination for Default:

18.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:

17.1.1 If the supplier fails to supply any or the entire the goods within the contract period.

17.1.2 If the supplier fails to perform any other obligations stipulated in this contract.

18.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure upon such terms and in such manner, as it deems appropriate.

18.3 The Purchaser is entitled to claims damages incurred as a result of the non-performance of the contract by the Supplier.



19. Force Majeure:

- 19.1. A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization government action, blockage, embargo, labor dispute, strike, lockout.
- 19.2 A party is also not liable for failure to perform the party's obligations due to a change of law affecting currency's purchasing power or governmental action prohibiting or impeding any party from performing its respective obligations under the contract;
- 19.3 Each of parties may assert Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this provision.

20. Governing Language:

- 20.1 The Governing language of the Contract is English; hence, all communications, pursuant this contract is going to be made in English.

21. Notices:

- 21.1 Any notice given by one party to the other pursuant to this contract shall be sent in writing and confirmed in writing to the address specified for the purposes of the Contract.
- 21.2 A notice shall be effective when delivered, or on the notice's effective date, as the case may be.

22. Inducement:

- 22.1 The purchaser shall comply with the Anti-corruption law. In particular, the Service Provider shall not commit any act or omission which causes or could cause it to breach, or commit an offence under any laws relating to anti-bribery and/or anti-corruption. The Service Provider shall keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the Agreement and the steps taken to ensure compliance.
- 22.2 The purchaser shall promptly notify the supplier of any request or demand for any financial or other advantage by it; and any financial or other advantage it gives or intends to give whether directly or indirectly in connection with the Agreement.
- 22.3 Either party will promptly notify the other party of any breach of this provision.



23. Taxes and Duties:

23.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc. until the delivery of the contracted printers to the Purchaser.

24. Dispute Resolution:

24.1 The parties agree that they shall make good faith efforts to resolve all disputes amicably. If the parties fail to do so, the dispute will be referred to an Ethiopian court having authority.

25. Enforcement of Contract:

25.1 IN WITNESS WHERE OF the parties have caused this Business Contract to be, signed, executed and delivered by their duly authorized representatives.

For Purchaser (Berhan Bank S.C)

For Supplier (Malam Engineering PLC)

Name Tamru Brhaga
Title Director - Supply Chain & Contract Management Department
Signature [Signature]
Date 31/03/2025

Name AKILU GEBREYESUS
Title Chief Executive Officer
Signature [Signature]
Date 31/03/2025



1. Name Abraham Hebratu Signature [Signature] Date 31/03/25
2. Name Heamen Hagos Signature [Signature] Date 31/03/25
3. Name Solomon Yazezew Signature [Signature] Date 31/03/25