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MALAM
ENGINEERING

Berhan Bank

**Contract Agreement
Between
Berhan Bank S.C.**

and

Malam Engineering PLC

**Procurement of Cisco 24 Port
Distribution Switch, Cisco 48 port
Datacenter Switch, Cisco Core
Switch, Cisco Edge Router Type 1,
Cisco Router Type 2 and Cisco
Internal Firewalls with Training**

Contract No. BrB/Switch, Router & Firewalls /2023/24/69



**May, 2024
Addis Ababa**

Contract Agreement for Supply of Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and Internal Firewalls

This Contract is made and entered into this **May, 14th, 2024** 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; Bolebrass, Reality Plaza, 8th floor, Room No. 801, P.O. Box 13845, Tel: +251 115-582626/0911258038/0911522449, Fax: +251 115 583330, 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 Cisco 24 Port Distribution Switch, 1 unit of Cisco 48 port Datacenter Switch, 2 units of Cisco Core Switch, 2 units of Cisco Edge Router Type 1, 5 Units of Cisco Router Type 2 and 2 units of Internal Firewalls with training.** 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 Cisco 24 Port Distribution Switch, 1 unit of Cisco 48 port Datacenter Switch, 2 units of Cisco Core Switch, 2 units of Cisco Edge Router Type 1, 5 Units of Cisco Router Type 2 and 2 units of Internal Firewalls with training.**
- 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 Receive one
original contract
agreement
Hm/g/y/2
7-9-16



Table 1: Specification with Price for Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Router Type 2 and Cisco Internal Firewalls.

No	Item Part No.	Item Description	Country of Origin	UoM	Qty.	Unit Price Including VAT (ETB)	Total Price Including VAT (ETB)
1. Cisco 24 Port Distribution Switch							
	C9300L-24T-4X-A	CATALYST 9300L 24P DATA, NETWORK ADVANTAGE, 4X10G UPLINK	China/ Czech Republic/ Mexico/ USA/ Thailand/ Poland/Netherlands/ Taiwan/Malaysia/ Philippines/Switzerland	Pcs	2	256,915.34	513,830.68
	CON-SMT-COOL2XAL	SMT-8X5XMM CATALYST 9300L 24P DATA, NETWORK ADVANTAGE(36 MONTH)		Pcs	2	85,219.98	170,439.96
	S9300L-UK9-179	CISCO CATALYST 9300L XE 17.9 UNIVERSAL		Pcs	2	-	-
	C9300L-NW-A-24	C9300L NETWORK ADVANTAGE, 24-PORT LICENSE		Pcs	2	-	-
	TE-C9K-5W	TE AGENT FOR IOSXE ON C9K		Pcs	2	-	-
	FAN-T2	CISCO TYPE 2 FAN MODULE		Pcs	6	-	-
	PWR-CL-350WAC-P	350W AC 80+PLATINUM CONFIG 1 POWER SUPPLY		Pcs	2	-	-
	CAB-C15-CBN	CABINET JUMPER POWER CORD, 250 VAC 13A, C14-C15 CONNECTORS		Pcs	2	-	-
	C9300L-SSD-NONE	NO SSD CARD SELECTED		Pcs	2	-	-
	C9300L-DNA-A-24	C9300L CISCO DNA ADVANTAGE, 24-PORT TERM LICENSES		Pcs	2	92,287.35	184,574.70
	C9300L-DNA-A-24-3Y	C9300L CISCO DNA ADVANTAGE, 24-PORT 3Y TERM LICENSES		Pcs	2	-	-
	D-DNAS-EXT-S-T	CISCO DNA SPACES EXTEND TERM LICENSE FOR CATALYST SWITCHES		Pcs	2	-	-
	D-DNAS-EXT-S-3Y	CISCO DNA SPACE EXTEND FOR CATALYST SWITCHING - 3YEAR		Pcs	2	-	-
	TE-EMBEDDED-T	CISCO THOUSAND EYES ENTERPRISE AGENT IBM EMBEDDED		Pcs	2	-	-
	TE-EMBEDDED-T-3Y	THOUSAND EYES -ENTERPRISE AGENTS		Pcs	2	-	-
	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT		Pcs	2	-	-
	C9300L-STACK-BLACK	CATALYST 9300L BLANK STACK MODULE		Pcs	4	-	-
	CAB-CONSOLE-RI45	CONSOLE CABLE 6FT WITH RJ45 AND DB9F		Pcs	2	6,309.52	12,619.04
	PWR-CL-350WAC-P/2	350W AC 80+ PLATINUM CONFIG 1 SECONDARY POWER SUPPLY		Pcs	2	50,528.58	101,057.16
	C9300L-STACK-KIT	CISCO CATALYST 9300L STACKING KIT		Pcs	2	71,975.00	143,950.00
		Sub Total with VAT					1,126,471.54



No	Item Part No.	Item Description	Country of Origin	UoM	Qty.	Unit Price Inc. VAT (ETB)	Total Price Inc. VAT(ETB)
2. Cisco 48 port Datacenter Switch							
	N9K-C93180YC-FX3	NEXUS 9300 48P 1/10/25G, 6P 40/100G, MACSEC,SYNCE	China/ Czech Republic/ Mexico/ USA/ Thailand/ Poland/ Netherlands/ Taiwan/Malaysia/ Philippines/Switzerland	Pcs	1	1,157,832.14	1,157,832.14
	CON-SNC-N9KC93X3	SNTC-NCD NEXUS 9300 48P 1/10/25G, 6P 40/100G MAC		Pcs	1	331,718.35	331,718.35
	NXK-AF-PE	DUMMY PID FOR AIRFLOW SELECTION PORT-SIDE EXHAUST		Pcs	1	-	-
	MODE-NXOS	MODE SELECTION BETWEEN ACI AND NXOS		Pcs	1	-	-
	NXOS-CS-10.4.1F	NEXUS 9300,9500,9800 NX-OS SW 10.4.1(64BIT) CISCO SILICON		Pcs	1	-	-
	NXK-ACC-KIT-1RU	NEXUS 3K/9K FIXED ACCESSORY KIT ,1RU FRONT AND RARE REMOVAL		Pcs	1	-	-
	NXA-FAN-35CFM-PE	NEXUS FAN, 35CFM, PORT SIDE AIRFLOW		Pcs	4	-	-
	NXA-PAC-650W-PE	NEXUS NEBS AC 650W PSU-PORT SIDE EXHAUST		Pcs	2	-	-
	CAB-C13-CBN	CABINET JUMPER POWER CORD,250 VAC 10A,C14-C13 CONNECTORS		Pcs	2	-	-
	NXOS-SLP-INFO-9K	INFO PID FOR SMART LICENSING USING POLICY FOR N9K		Pcs	1	-	-
	CLA1TN9300XF-3Y	DCN ADVANTAGE TERM N9300 XF,3Y		Pcs	1	1,020,407.52	1,020,407.52
	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACL NEXUS 9K		Pcs	1	-	-
	SFP-10G-SR-S=	10GBASE-SR SFP MODULE ,ENTERPRISE-CLASS	Pcs	30	10,377.60	311,328.00	
	SFP-10G-T-X=	10GBASE-T SFP+ TRANSCEIVER MODULE FOR CATEGORY 6A CABLE	Pcs	30	16,560.00	496,800.00	
	NXK-MEM-16GB	ADDITIONAL MEMORY OF 16GB FOR NEXUS SWITCHES	Pcs	1	62,953.15	62,953.15	
		Sub Total with VAT					3,381,039.16



No	Item Part No.	Item Description	Country of Origin	UoM	Qty.	Unit Price Including VAT (ETB)	Total Price Including VAT (ETB)
3. Cisco Core Switch							
	C9606R	CISCO CATALYST 9600 SERIES 6 SLOT CHASSIS	China/ Czech Republic/ Mexico/ USA/ Thailand/ Poland/Netherlands/ Taiwan/Malaysia/ Philippines/Switzerland	Pcs	2	532,693.01	1,065,386.02
	CON-SMT-C9606R	SMT-8X5XNBD CISCO CATALYST 9600		Pcs	2	1,503,017.77	3,006,035.54
	C9600-CAMPUS-CORE	CATALYST 9600 CAMPUS CORE DEPLOYMENT ,FOR TRACKING ONLY		Pcs	2	-	-
	C9600-DNA-A	CISCO CATALYST 9600 DNA ADVANTAG TERM LICENSE		Pcs	2	-	-
	C9600-DNA-A-3Y	CISCO CATALYST 9600 DNA ADVANTAG 3Y LICENSE		Pcs	2	1,090,458.97	2,180,917.94
	CAB-C15-CBN-JP	JAPAN CABINET JUMPER POWER CORD,250 VAC 12A,C14-C15		Pcs	4	-	-
	S9600UK9-179	CISCO CATALYST 9600XE 17.9 UNIVERSAL		Pcs	2	-	-
	C9600-NW-A	CISCO CATALYST 9600 NETWORK ADVANTAGE LICENSE		Pcs	4	-	-
	C9600-PWR-2KWAC	CISCO CATALYST 9600 SERIES 2000W AC POWER SUPPLY		Pcs	4	138,254.88	553,019.52
	C9600-LC-48YL	CISCO CATALYST 9600 SERIES 48-PORT 25GE/10GE/1GE		Pcs	2	1,094,980.15	2,189,960.30
	C9606-FAN	CISCO CATALYST 9600 SERIES C9606 CHASSIS FAN TRAY		Pcs	2	-	-
	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT		Pcs	2	-	-
	C9606-PWR-BLANK	CISCO CATALYST 9600 SERIES BLANK FOR POWER SUPPLY SLOT		Pcs	4	-	-
	C9600-SUP-1/2	CISCO CATALYST 9600 SERIES REDUNDANT SUPERVISOR 1 MODULE		Pcs	2	1,603,011.42	3,206,022.84
	C9600-SUP-1	CISCO CATALYST 9600 SERIES SUPERVISOR 1 MODULE		Pcs	2	1,603,011.42	3,206,022.84
	C9606-SLOT-BLANK	CISCO CATALYST 9600 SERIES BLANK FOR CHASSIS MODULE SLOT		Pcs	6	-	-
	CAB-CONSOLE-RJ45	CONSOLE CABLE 6FT WITH RJ45 AND DB9F	Pcs	2	6,228.10	12,456.20	
	SFP-10G-SR-S+	10GBASE-SR SFP MODULE ,ENTERPR SE-CLASS	Pcs	15	10,247.88	153,718.20	
	SFP-10G-T-X+	10GBASE-T SFP+ TRANSCEIVER MODULE FOR CATEGORY 5A CABLE	Pcs	30	16,353.00	490,590.00	
	Sub Total with VAT						16,064,129.40



No	Item Part No.	Item Description	Country of Origin	UoM	Qty.	Unit Price Including VAT (ETB)	Total Price Including VAT (ETB)
4. Cisco Edge Router Type 1							
	CB300-2N25-4T2X	CISCO CATALYST CB300-2N25-4T2X ROUTER	China/ Czech Republic/ Mexico/ USA/ Thailand/ Poland/Netherlands/ Taiwan/Malaysia/ Philippines/Switzerland	Pcs	2	839,112.00	1,678,224.00
	CON-SMT-CB302TNX	SNTC-8KSNBD CISCO CATALYST CB300		Pcs	2	373,031.90	746,063.80
	MEM-CB300-8GB	CISCO CATALYST 8300 EDGE 8GB MEMORY		Pcs	2	-	-
	M2USB-16GB	CISCO CATALYST 8000 EDGE M.2 USB 16GB		Pcs	2	-	-
	C-RFID-2R	CISCO CATALYST 8000 EDGE RFID-2RU		Pcs	2	-	-
	C-8300-RM-19-2R	CISCO CATALYST 8300 RACK MOUNT KIT -19"2R		Pcs	2	-	-
	CB300-NIM-BLANK	CISCO CATALYST 8300 EDGE NIM BLANK		Pcs	4	-	-
	CB300-SM-BLANK	CISCO CATALYST 8300 EDGE SM BLANK		Pcs	4	-	-
	CB300-PIM-BLANK	CISCO CATALYST 8300 EDGE PIM BLANK		Pcs	2	-	-
	CB300-FAN-2R	CISCO CATALYST 8300 EDGE FAN TRAY ,2RU		Pcs	2	-	-
	NETWORK-PNP-LIC	NETWORK PLUG-IN-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT		Pcs	2	-	-
	C-POE-COVER	COVER FOR EMPTY POE SLOT ON CISCO CATALYST EDGE 8300		Pcs	4	-	-
	TE-R-SW	TE AGENT FOR IOSXE ON ENTERPRISE ROUTING		Pcs	2	-	-
	IOSXE-AUTO-MODE	IOS XE AUTONOMOUS BOOT UP MODE FOR UNIFIED IMAGE		Pcs	2	-	-
	PWR-CC1-650WAC	CISCO CB300 2RU AC POWER SUPPLY		Pcs	4	-	-
	CAB-CL3-CL4-2M	POWER CORD JUMPER ,CL3-CL4 CONNECTORS ,2METER LENGTH		Pcs	4	-	-
	SC8KBEEK9-176	UNIVERSAL		Pcs	2	-	-
	Sub Total with VAT						2,424,287.80



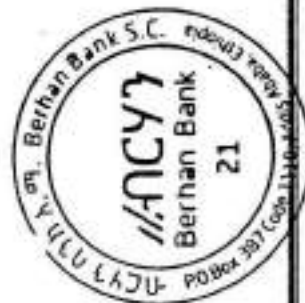
No	Item Part No.	Item Description	Country of Origin	UoM	Qty.	Unit Price Including VAT (ETB)	Total Price Including VAT (ETB)
5. Cisco Router Type 2							
	CB300-1W1S-4T2X	CISCO CATALYST CB300-1W1S-4T2X ROUTER	China/ Czech Republic/ Mexico/ USA/ Thailand/ Poland/Netherlands/ Taiwan/Malaysia/ Philippines/Switzerland	Pcs	5	662,456.80	3,312,284.00
	CON-STN-CB304T2X	SWTC-8XSXMBD CISCO CATALYST CB300(36 MONTH)		Pcs	5	299,393.53	1,496,967.65
	MEM-CB300-8GB	CISCO CATALYST 8300 EDGE 8GB MEMORY		Pcs	5	-	-
	M2USB-16GB	CISCO CATALYST 8000 EDGE M.2 USB 16GB		Pcs	5	-	-
	C-RFID-1R	CISCO CATALYST 8000 EDGE RFID-1RU		Pcs	5	-	-
	CB300-RM-19-1R	CISCO CATALYST 8300 RACK MOUNT KIT -19"2R		Pcs	5	-	-
	CB300-NIM-BLANK	CISCO CATALYST 8300 EDGE NIM BLANK		Pcs	5	-	-
	CB300-SM-BLANK	CISCO CATALYST 8300 EDGE SM BLANK		Pcs	5	-	-
	CB300-PIM-BLANK	CISCO CATALYST 8300 EDGE PIM BLANK		Pcs	5	-	-
	NETWORK-PNP-LIC	NETWORK PLUG-IN-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT		Pcs	5	-	-
	ITE-R-SW	TE AGENT FOR IOSXE ON ENTERPRISE ROUTING		Pcs	5	-	-
	IOSXE-AUTO-MODE	IOS XE AUTONOMOUS BOOT UP MODE FOR UNIFIED IMAGE		Pcs	5	-	-
	PWR-CC1-250WAC	CISCO CB300 1RU 250W AC POWER SUPPLY		Pcs	10	-	-
	CAB-C13-C14-2M	POWER CORD JUMPER ,C13-C14 CONNECTORS ,2METER LENGTH		Pcs	10	-	-
	SCBKBEUWS-176	UNIVERSAL		Pcs	5	-	-
		Sub Total with VAT					4,809,251.65



No	Item Part No.	Item Description	Country of Origin	UoM	Qty.	Unit Price Including VAT (ETB)	Total Price Including VAT (ETB)
6. Cisco Firewall 4215							
	FPR4215-NGFW-K9	CISCO SECURE FIREWALL 4215 NGFW APPLIANCE, 1U, 2XNETMOD BAYS	China/ Czech Republic/ Mexico/ USA/ Thailand/ Poland/Netherlands/ Taiwan/Malaysia/ Philippines/Switzerland	Pcs	2	5,316,915.29	10,633,830.58
	CON-SNT-FPR421NG	SNTC-8XSXNDB CISCO SECURE FIREWALL 4215 NGFW APPLIANCE (36 MONTHS)		Pcs	2	1,959,541.05	3,919,082.10
	FPR4215-BSE	CISCO SECURE FIREWALL 4215 BASE LICENSE		Pcs	2	-	-
	FPR4200-PWR-AC	CISCO SECURE FIREWALL 4200 SERIES AC POWER SUPPLY		Pcs	2	-	-
	FPR4200-FAN	CISCO SECURE FIREWALL 4200 SERIES FAN		Pcs	6	-	-
	FPR4200-PSU-BLANK	CISCO SECURE FIREWALL 4200 SERIES CHASSIS PWR BLANK SLOT COVER		Pcs	2	-	-
	FPR4200-SLD-RAILS	CISCO SECURE FIREWALL 4200 SLIDE RAIL KIT		Pcs	2	-	-
	FPR4200-SSD 1800	CISCO SECURE FIREWALL 4200 SERIES 1.8 TB SSD		Pcs	4	-	-
	CAB-CONS-RJ45-DB9	CONSOLE CABLE 6FT WITH RJ45 AND DB9F		Pcs	2	-	-
	PWR-CAB-AC-EU	POWER CORD FOR AC V2 POWER MODULE (EUROPE)		Pcs	2	-	-
	SF-F4K-TD7 4-K9	CISCO SECURE FIREWALL TD 7.4 SW FOR 4200 SERIES APPLIANCE		Pcs	2	-	-
	FPR4K-XMM-8X1GF	CISCO SECURE FIREWALL 4200 8X1G COPPER FTW NETMOD, RJ45		Pcs	2	222,353.57	444,707.14
	CON-SNT-FPR4KXGF	SNTC-8XSXNDB CISCO SECURE FIREWALL 4200 8X1G COPPER		Pcs	2	27,657.60	55,315.20
	FPR4215T-T	CISCO SECURE FIREWALL 4215 THREAT DEFENSE LICENSE		Pcs	2	-	-
	L-FPR4215T-T-3Y	CISCO SECURE FIREWALL 4215 THREAT DEFENSE BY SUBS		Pcs	2	4,620,522.14	9,241,044.28
	SF-FMC-VMW-2-K9	CISCO FIREPOWER MANAGEMENT CENTER, (VMWARE) FOR 2 DEVICES		Pcs	1	20,927.73	20,927.73
	CON-ECMUS-SFMVCWK	SOLN SUP SWISS CISCO FIREPOWER MANAGEMENT CENTER (VMWA)		Pcs	1	26,716.25	26,716.25
	Sub Total with VAT						24,341,623.28



No	Item Part No.	Item Description	Country of Origin	UoM	Qty.	Unit Price Including VAT (ETB)	Total Price Including VAT (ETB)
7. Training							
7.1 Training for Cisco Firewalls 4215							
-		CCNP Security (Implementing and operating cisco security Core Technologies) Instructor – Led , online (Virtual)		Trainee	5	134,274.00	671,370.00
7.2 Training for Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2							
		CCNA Networking + Security (Implementing and Administering Cisco Solutions(CCNA)v2.0) Instructor-Led, Online (Virtual)		Trainee	5	124,683.00	623,415.00
		Sub Total with VAT for Training					1,294,785.00
		Grand Total with VAT					53,441,587.83



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 Restricted Bidding reference no. BrB/RB/ITE/2023/24/22.
- 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/RB/ITE/2023/24/22.
- c) Price Quotation with letter reference no. ME/240502/01 dated May 2, 2024
- d) The award letter reference no. BrB/FMD/01032/16 dated April 30/2024;

5. Conformations to Standards

5.1 **2 Units of Cisco 24 Port Distribution Switch, 1 unit of Cisco 48 port Datacenter Switch, 2 units of Cisco Core Switch, 2 units of Cisco Edge Router Type 1, 5 Units of Cisco Router Type 2 and 2 units of Internal Firewalls** to be supplied under this Contract shall conform to the requirements and standards mentioned in the Technical Specification submitted by in response to Purchaser 's Restricted Bidding reference no. BrB/RB/ITE/2023/24/22 and the Purchaser 's award letter BrB/FMD/01032/16 dated April 30/2024;

6. Intellectual Property and Patent Rights

6.1 The supplier warrants that the supply or use of the **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and 2 units of Internal Firewalls** 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 **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and 2 units of Internal Firewalls** 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 **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and 2 units of Internal Firewalls** 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 **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and 2 units of Internal Firewalls** fail to conform to the specifications, the Purchaser 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 **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and 2 units of Internal Firewalls** 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 **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and 2 units of Internal Firewalls** to the Purchaser's main warehouse.

9. Delivery

9.1 The supplier shall deliver all **2 Units of Cisco 24 Port Distribution Switch, 1 unit of Cisco 48 port Datacenter Switch, 2 units of Cisco Core Switch, 2 units of Cisco Edge Router Type 1, 5 Units of Cisco Router Type 2 and 2 units of Internal Firewalls** within 90 days after LC approval with assumption for the Purchaser shall facilitate LC approval Process.

10. Warranty

10.1 The supplier warrants that the **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and 2 units of Internal Firewalls** 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 remain Three (3) years parts and on-site labor, next business day 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.

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11. Price and Manner of Payment

- 11.1 The total Amount **2 Units of Cisco 24 Port Distribution Switch, 1 unit of Cisco 48 port Datacenter Switch, 2 units of Cisco Core Switch, 2 units of Cisco Edge Router Type 1, 5 Units of Cisco Router Type 2 and 2 units of Internal Firewalls with training** is **Birr 53,441,587.83 (Birr Fifty Three Million Four Hundred Forty One Thousand Five Hundred Eighty Seven and 83/100)**
- 11.2 The Purchaser will cover any increase in the exchange rate beyond **Birr 60.00 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 excluding training fee i.e. Birr 15,644,040.85 (Birr Fifteen Million Six Hundred Forty Four Thousand Forty and 85/100 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 excluding training fee i.e. Birr 36,502,761.98 (Birr Thirty Six Million Five Hundred Two Thousand Seven Hundred Sixty One and 98/100 only)** will be paid when all the Goods delivered by the supplier and confirmed by the Purchaser 's IT Infrastructure Department.
- 11.5 The Purchaser will be responsible to pay training fee i.e **Birr 1,294,785.00 (Birr One Million Two Hundred Ninety Four Thousand Seven Hundred Eighty Five)** to supplier upon completion of the training.
- 11.6 The supplier is prepared to supply the specified firewalls licenses (Threat Detection, Malware, and URL) as detailed in the table below at the previously quoted bid price if a purchase order is placed before **September 30, 2024** and the exchange rate will not **exceed Birr 62.00 per USD**.

S.No	Item Part Number	Description Goods or related	UoM	Qty	Country of Origin	Unit Price with VAT	Total Price with VAT
1	FPR421 5T-TMC	Cisco Secure Firewalls 4215 TD, Malware and URL License	Pcs	2	China/ Czech Republic Mexico/ USA/ Thailand/ Poland/Netherlands/ Taiwan/Malaysia/ Philippines/ Switzerland		
2	L-FPR421 5T-TMC-3Y	Cisco Secure Firewall 4215 TD, AMP & URL Filtering 3Y Subs	Pcs	2		12,323,068.95	24,646,137.90
Grand Price with VAT							24,646,137.90



11.7 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.

11.8 The purchaser will deduct the legally prescribed withholding tax from the payments it makes to the Supplier.

11.9 The purchaser will pay the payment to supplier by transferring to supplier account at Berhan Bank S.C. - **Malam Engineering PLC**, Account Number **2500090077109, Leghar Branch** 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 5,344,158.78 (Birr Five Million Three Hundred Forty Four Thousand One Hundred Fifty Eight and 78/100)**

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
- b. The services to be provided by the Supplier

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 **Cisco 24 Port Distribution Switch, Cisco 48 port Datacenter Switch, Cisco Core Switch, Cisco Edge Router Type 1, Cisco Router Type 2 and Internal Firewalls with training** 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 Cisco 24 Port Distribution Switch, 1 unit of Cisco 48 port Datacenter Switch, 2 units of Cisco Core Switch, 2 units of Cisco Edge Router Type 1, 5 Units of Cisco Router Type 2 and 2 units of Internal Firewalls with training** 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.

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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)

Name Beneyam Meslin
Title Director-Facility
Signature [Signature]
Date 14/05/2024

For Supplier (Malam Engineering PLC)

Name AKILU GEBREYESUS
Title Chief Executive Officer
Signature [Signature]
Date 14/05/2024

1. Name Abraham Hebratu

Signature [Signature]

Date 14/05/2024

2. Name Mekki Amare

Signature [Signature]

Date 14/05/24

3. Name Solomon Yazerew

Signature [Signature]

Date 14/05/2024