



Berhan Bank



MALAM
ENGINEERING

Original Date, 10/12/2025
Signature
Name

Contract Agreement

Between

Berhan Bank S.C.

And

Malam Engineering PLC

**Procurement of Load balancer & Advanced Web
Application Firewalls (WAF) & Firewall**

**Contract No. BrB/ load balancer &
firewall/2025/26/13**



**December / 2025
Addis Ababa**

**Contract Agreement for Procurement of Load balancer Firewalls Web Application Firewall (WAF)
& Firewalls Between Berhan Bank S.C and Malam Engineering PLC**

Contract Agreement for Supply of Load balancer & Advanced WAF & Firewall

This Contract is made and entered into this December, 9th 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 1 unit of Load balancer & Advanced Web Application Firewall (WAF) with abroad training for 6 Bank's Staffs and 2 units of Firewalls. 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 1 unit of Load balancer & Advanced Web Application Firewall (WAF) with Aboard training for 6 Bank's Staffs and 2 units of Firewalls.
- f) "DAY" means Calendar day.

2. General Provisions

- 2.1 This Condition of Contract shall apply to the extent they are not superseded by provisions in other parts of the contract.
- 2.2 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

- 3.1 Unless otherwise agreed, the 1 unit of Load balancer & Advanced Web Application Firewall (WAF) with Aboard training for 6 Bank's Staffs and 2 units of Firewalls stated in the following table 1 is deemed to be subject matter of the contract.



**Contract Agreement for Procurement of Load balancer Firewalls Web Application Firewall (WAF)
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Table 1: Specification with price for Load balancer & Advanced Web Application Firewall (WAF)

Item part/product number	Description Goods or Related Services	Country of Origin	UoM	Qty	Unit Price with VAT (ETB)	Total Price with VAT (ETB)
F5-BIG-LTM-R2600 (Appliance)	BIG-IP r2600 Local Traffic Manager (32 GB Memory)	USA/China/ Netherland/ UK /Thailand /Mexico/ Poland/ Philippines Czech Republic, Poland, Taiwan, Malaysia	Pcs	1	5,323,348.43	5,323,348.43
F5-svc-BIG-pre-L1-3 (LTM support)	Level 1-3 Premium Service for BIG-IP (7x24)		Pcs	1	2,477,105.95	2,477,105.95
F5-svc-BIG-pre-L1-3 (WAF support)	Level 1-3 Premium Service for BIG-IP (7x24)		Pcs	1	2,243,425.44	2,243,425.44
F5-ADD-BIG-AWF-R2XXX (WAF module)	BIG-IP Advanced WAF Application Firewall Module		Pcs	1	4,303,146.74	4,303,146.74
F5-UPG-AC-R2XXX (Power supply)	BIG-IP Single AC Power Supply for r2X00 (250 W, Fi		Pcs	1	434,137.50	434,137.50
F5-UPG-SFP+-r (SFP module)	Field Upgrade: SFP+ Fiber Connector (10G-LC/850nm) ROHS		Pcs	4	377,328.60	1,509,314.40
F5-SBS-BIG-TC-1-3YR (Threat campaign)	BIG-IP Threat Campaigns License for i4X00/i2X00 Ad		Pcs	1	1,431,003.32	1,431,003.32
F5-SBS-BIG-IP1-3-3YR (Threat intelligence license)	BIG-IP IP Intelligence License for 2X00s/i2X00 (3-Year Subscription)		Pcs	1	1,636,834.30	1,636,834.30
Training - Abroad (F5 BIG IP LTM for 3 days & F5-ASM/WAF for 5 days (8 hours daily) ,Exam cost, pre-course technical evaluation and training hands on class room training, in-house testing, curriculum including per-diem, transportation and accommodation for 6 Bank trainees respectively)						5,635,437.00
Total Price with on-board Training Including 15% VAT						24,993,753.08





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Table 2: Specification with price for Firewall

Item part/product number	Description Goods or Related Services	Country of Origin	UoM	Qty	Unit Price with VAT (ETB)	Total Price with VAT (ETB)
FPR4215-NGGFW-K9 (Cisco fire power 4215 Appliance)	Cisco Secure Firewall 4215 NGFW Appliance, 1U, 2xNetMod Bays	USA/China/ Netherland/ UK/Thailand/ Mexico/ Poland /Philippines/ Czech Republic, Poland, Taiwan, Malaysia	Pcs	2	10,528,309.01	21,056,618.02
CON-SNTC-FPR421NG (SUPPPORT)	SNTC-8X5XNBD Cisco Secure Firewall 4215 NGFW Appliance		Pcs	2	3,724,517.73	7,449,035.46
FPR4200-PWR-AC (Power supply)	Cisco Secure Firewall 4200 Series AC Power Supply		Pcs	2	212,797.65	425,595.30
L-FPR4215T-TMC-3Y (LICENSES)	Cisco Secure Firewall 4215 TD, AMP & URI, Filtering 3Y Suhs		Pcs	2	17,852,202.98	35,704,405.96
GLC-TE (Transceivers)	Cisco GLC-TE		Pcs	4	6,231.42	24,925.68
SFP-10GSR-S	Cisco SFP-10G-TX		Pcs	16	18,423.58	294,777.28
FPR4K-XNM-8X1GE (RJ45 NET MODULE)	Cisco Secure Firewall 4200 8X1G Copper FTW Netmod, RJ45		Pcs	2	319,196.48	638,392.96
CON-SNT-FPR4KXGE	SNTC-8X5XNBD Cisco Secure Firewall 4200 8X1G Copper		Pcs	2	157,707.17	315,414.34
Total Price without Training Including 15% VAT						65,909,165.00

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:

- The Supplier Technical and Financial bid submitted in response to the Bank's Open Competitive Bidding reference no. BrB/OCB/IE/2024/25/20.
- Any clarification given by the supplier in response to the Bank's request and any letter wrote by the supplier under Open Competitive Bidding reference no. BrB/OCB/ITE/2024/25/20.
- The award letter reference no. BrB/SCCM/0401/18 dated November 24/2025;



5. Conformations to Standards

5.1 The Load balancer & Advanced Web Application Firewall (WAF) and Firewalls to be supplied under this Contract shall conform to the requirements and standards mentioned in the Technical Specification submitted in response Bank's open Competitive Bidding reference no. BrB/OCB/ITE/2024/25/20 and the Bank's award letter BrB/SCCM/0401/18 dated November 24/2025;

6. Intellectual Property and Patent Rights

6.1 The supplier warrants that the supply or use of the Load balancer & Advanced Web Application Firewall (WAF) and 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 use Load balancer & Advanced Web Application Firewall (WAF) and 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 Load balancer & Advanced Web Application Firewall (WAF) and 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., Cyber Security and Risk Management Department Office in Addis Ababa.

7.2 Should any inspected or tested the Load balancer & Advanced Web Application Firewall (WAF) and 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 goods 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 is required to allocate personnel for the delivery of the goods at the Berhan Bank S.C. Cyber Security and Risk Management Department Office in Addis Ababa.

9. Delivery

9.1 The supplier is obligated to deliver all Load balancer & Advanced Web Application Firewall (WAF) and Firewalls, within 60 Consecutive days following the approval of the Letter of Credit (LC), provided that the Bank facilitates a smooth LC approval process.

10. Warranty;

10.1 The supplier warrants that the Load balancer & Advanced Web Application Firewall (WAF) and 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.



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- 10.2 The Warranty shall remain 3 (three) years from delivery of goods with the license.
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 contract amount for 1 unit of Load balancer & Advanced Web Application Firewall (WAF) with abroad training for 6 Bank's staffs and 2 units of Firewalls without training is Birr 90,902,918.08 (Birr Ninety Million Nine Hundred Two Thousand Nine Hundred Eighteen and 08/100)
11.2 30% of the contract amount for 1 unit of Load balancer & Advanced Web Application Firewall (WAF) with aboard training for 6 Bank's Staffs and 2 units of Firewalls i.e. Birr 27,270,875.42 (Birr Twenty Seven Million Two Hundred Seventy Thousand Eight Hundred Seventy Five and 42/100) 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).
11.3 70% of the contract amount for 1 unit of Load balancer & Advanced Web Application Firewall (WAF) with aboard training for 6 Bank's Staffs and 2 units of Firewalls i.e. Birr 63,632,042.66 (Birr Sixty Three Million Six Hundred Thirty Two Thousand Forty Two and 66/100) will be paid when all Goods delivered, upon completion of the training and confirmed by the Bank's Cyber Security and Risk Management Department office.
11.4 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 and any services performed and upon fulfillment of other obligations stipulated in the contract and the payment shall be made in Birr.
11.5 The purchaser will deduct the legally prescribed withholding tax from the payments it makes to the Supplier.
11.6 The purchaser will pay the payment to supplier by transferring to supplier account at Berhan Bank – Malam Engineering PLC, Account Number 2500090077109, Leghar Branch within seven days, when legal receipt issued by supplier.

12. Performance Guarantee

- 12.1 The Supplier shall be responsible to furnish Unconditional Performance Guarantee Birr 9,090,291.81 (Birr Nine Million Ninety Thousand Two Hundred Ninety One and 81/100)
12.2 The proceeds of the performance Guarantee shall be payable to the purchaser as compensation when the supplier failed to complete its performance obligations under the Contract;
12.3 The Performance Guarantee 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 Guarantee 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 goods 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 goods 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:

- 19.1.1 If the supplier fails to supply any or the entire goods within the contract period.
- 19.1.2 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.



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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 the 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 supplier 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 supplier 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 goods with related service (Abroad training) to the Purchaser.



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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 Behaga
Title Director - Supply Chain & Contract Management Department

Name AKILU GEBREYESUS
Title Chief Executive Officer

Signature

Signature

Date

09-12-2025

Date

09/12/2025



1. Name Betelhem Tadesse

Signature

Date 09/12/2025

2. Name Mulu H/mariam

Signature

Date 09/12/25

3. Name Solomon Yazezew

Signature

Date 09/12/2025

**Contract Amendment for Load balancer & Advanced WAF and Firewall agreement
between Berhan Bank S.C and Malam Engineering PLC**

**Contract Amendment for contract reference no. BrB/loadbalancer&
firewall/2025/26/13 for the Procurement of Load balancer & Firewall**

This contract amendment made on January 21st, 2026 between Berhan Bank S.C, (hereinafter referred as the "Purchaser"), Address sub City Bole, Kebele 03/05, House No 2185, P.O. Box 387 code 1110 Addis Ababa, Ethiopia, Tel: 0116 630127

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 amend payment terms stated under article 11 sub-article 11.3 70% of the contract amount for 1 unit of Load balancer & Advanced WAF with abroad training and 2 units of Firewall i.e. Birr 63,632,042.66 (Birr Sixty Three Million Six Hundred Thirty Two Thousand Forty Two and 66/100) will be paid when all Goods delivered, upon completion of the training and confirmed by the Bank's IT Infrastructure Department.

Therefore, the two parties have agreed to amend the previous contract as follows:

ARTICLE ELEVEN

Terms of payment

1. **Article 11.3.** The Bank will pay first 70% (Seventy percent) of the contract amount, for 2 units of Firewall i.e. Birr 46,136,415.50 (Birr Forty Six Million One Hundred Thirty Six Thousand Four Hundred Fifteen and 50/100) to the supplier when the firewalls are delivered, and confirmed by the Bank's IT Infrastructure Department. The remaining 70% (Seventy percent) of the contract amount for 1 unit of Load balancer & Advanced WAF with abroad training i.e. Birr 17,495,627.16 (Birr Seventeen Million Four Hundred Ninety Five Thousand Six Hundred Twenty Seven and 16/100) will be paid when the Load balancer & Advanced WAF delivered, upon completion of the training and confirmed by the Bank's IT Infrastructure Department.
2. Other terms & conditions stated on the previous contract agreement reference no. BrB/TA/2025/26/05 will remain unchanged.

I Received one
original the
amended contract
agreement
21/1/25
2025/26/13



**Contract Amendment for Load balancer & Advanced WAF and Firewall agreement
between Berhan Bank S.C and Malam Engineering PLC**

3. Enforcement of Contract

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 Tamru Beha

Director - Supply Chain & Contr

Title Management Department

Signature [Signature]

Date 21-01-2026

For Supplier (Malam Engineering PLC)

Name _____

Title _____

Signature [Signature]

Date 21/01/2026

AKILU GEBREYESUS
Chief Executive Officer

WITNESSES

1. Name Heamen Hagos

Signature [Signature]

Date 21/01/2026

2. Name Solomon Yatew

Signature [Signature]

Date 21/01/2026

3. Name Fimen Gerbe

Signature [Signature]

Date 21/01/2026