



Berhan Bank

Contract Agreement

Between

Berhan Bank S.C.

And

**Trans Business Machines Ltd In JV with
Malam Engineering PLC**

**For Procurement, Implementation,
Installation, Maintenance and
Configuration of Security Information
& Event Management (SIEM) Including
Supports and Training**

Contract No. BrB/SOC/SIEM/2024/25/11



**October, 2024
Addis Ababa**



Contract Agreement For Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) Including Supports and Training between Berhan Bank S.C and Trans Business Machines In JV with Malam Engineering PLC

CONTRACT FOR THE PROCUREMENT, IMPLEMENTATION, INSTALLATION, MAINTENANCE AND CONFIGURATION OF SECURITY INFORMATION & EVENT MANAGEMENT (SIEM) INCLUDING SUPPORTS AND TRAINING

This agreement is made on the **October day of 30th, 2024**

BETWEEN

Berhan Bank S.C principal address of the Business Addis Ababa, Bole Sub City, Wereda 03, Bole Bridge, TK building, Ethio-China Road · Tel: +251 11 663 2097, +251 11 618 5732, +251 11 650 7422 a body incorporated and registered by the laws of Ethiopia (hereinafter referred to as "Bank" which expression shall where the context so admits include its successors and assignees) on the other part.

And

Trans Business Machines Ltd (Address: Kenya, with its registered offices at Solution Tech Place 6th Floor, Longonot Road, Upperhill and P.O.Box 10069 100 CPO . Nairobi . Kenya, Telephone +254-709-893-000/ +254 723 786 705/ +254 722 527 522 email: info@tbm.co.ke in JV with **Malam Engineering PLC** (Address: Addis Ababa , Bolebrass, Reality Plaza, 8th floor, Room No. 801 P.O. Box 13845, Tel: + 251 115-582626/0911258038/0911522449, Fax: + 251 115 583330. Email: info@malamengineering.com, Ethiopia which hereafter referred to as "**the VENDOR**" which expression shall where the context so admits include its successors and assignees) on the other part.

WHEARAS

Vendor has received the Bank's requirements for the **Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) Including Supports and Training**

The vendor has presented to the Bank that it is able to supply the License mentioned, enumerated and referred to in this contract in Appendix 1.

The Bank has accepted the proposal for the **Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) Including Supports and Training** as listed in the Appendix 1 upon the terms and conditions hereinafter mentioned;



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IT IS HEREBY AGREED AS FOLLOWS

1. The following documents shall be deemed to form and be read and construed as part of this Contract:

- 1.1 The vendor technical and financial bid in response to the Bank's open tender reference no. BrB/ICB/SOC/2023/24/20 as well as quotation for local support before and after price discount
- 1.2 The award letter award ref.no BrB/SCCMD/0266/17 dated October 19, 2024 given by Bank to Vendor.
- 1.3 All clarification given by Bank to vendor and email correspondents between the Bank and Vendor related to tender reference no. BrB/ICB/SOC/2023/24/20, that also includes all the clarification response given by the Trans Business Machines Ltd at time email and letter correspondents.

2. In consideration of the payments to be made the Bank to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Bank to provide the License and to remedy defects therein in conformity, in all respects, with the provisions of the Contract.

3. The Bank hereby covenants to pay the Vendor in consideration of the provision of the Solutions, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

**ARTICLE ONE
DEFINITION OF TERMS**

- 1.1 "Service or License/Software" shall mean Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) Including Supports and Training which shall be delivered by the Vendor to the Bank pursuant to the agreement reached by the parties within this agreement.
- 1.2 "Contract" means the agreement entered between the Bank and the Vendor, together with the agreement documents referred to therein.
- 1.3 "Contract price" means a sum payable to the Vendor as specified in the proposal, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the agreement.



Contract Agreement For Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) including Supports and Training between Berhan Bank S.C and Trans Business Machines In JV with Malam Engineering PLC

- 1.4 **"Day"** means calendar day in the Gregorian calendar.
- 1.5 **"Delivery"** means the handing over of the Solutions in accordance with the terms and conditions set forth in the contract.
- 1.6 **"Bank"** shall mean **Berhan Bank S.C.**
- 1.7 **"Vendor"** shall mean a **Trans Business Machines Ltd in JV with Malam Engineering PLC**
- 1.8 **"Provisional Acceptance"**: Upon successfully completion of the entire module of Security Information & Event Management (SIEM) Licenses with the agreed scope of works, based on the bank's priority will be considered a provision acceptance.
- 1.9 **"Final Acceptance"**: is when all applications have gone live within the project timeframe mentioned in the RFP document.
- 1.10 **Documentation** - shall mean the documents prepared in compliance with the Trans Business Machines Ltd internal standards and providing with user-oriented information about the LICENSE/SOFTWARE, its capabilities and limitations.
- 1.11 **Source Code** - shall mean software records, database structures, data dictionaries and program output files records of the LICENSE/SOFTWARE written in a symbolic language being then converted into object code by a corresponding language compiler or translator.
- 1.12 **Object Code** - shall mean the software prepared to be run on the computer.
- 1.14 **Data Archiving**- shall mean database copying at a set time and further storing of these copies.
- 1.15 **Defect** - shall mean bugs in the SOFTWARE that fully prevent using the SOFTWARE for the purposes described herein and in the Documentation.
- 1.16 **Minor Defect** - Minor defects are classified as cosmetic changes or any issue that does not halt the operation of any aspect or module of the software entirely. This cannot be defined in advance; they are identified and addressed during the implementation or UAT.

ARTICLE TWO
PURPOSE AND SCOPE OF THE CONTRACT

- 2.1 The purpose of this Agreement is to determine the terms and conditions pursuant to which the Vendor shall provide the service and solutions to the Bank.



2.2 The Bank desires to engage in **Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) Including Supports and Training** as listed in Appendix 1. Whereas, the Vendor is expected to deliver these services according to the requirement of the bid, profession, ethics, and the Bank's requirement.

ARTICLE THREE DUTIES AND LIABILITIES OF VENDOR

- 3.1 The Vendor shall deliver the required service as per the article two of this agreement as stated in the scope of the contract.
- 3.2 The Vendor hereby agrees to deliver all service at the pre-defined Bank's requirement
- 3.3 Following the kick-off meeting, the vendor must submit an updated project plan that incorporates the timelines, milestones, and deliverables we have agreed upon.
- 3.4 The implementation of the SIEM project must be carried out onsite, accompanied by on-the-job training to ensure knowledge transfer to our team.

ARTICLE FOUR DUTIES AND LIABILITIES OF THE BANK

- 4.1 The Bank hereby covenants to pay the Vendor in consideration of the provision of the service and remedying of defects therein, the Contract price of such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 4.2 In consideration of the payments to be made by the Bank to the Vendor as indicated in this agreement, the Vendor hereby covenants with the Bank to provide the License/Software and to remedy defects therein in conformity, in all respect, with provision of the contract.



ARTICLE FIVE THE VENDOR'S OBLIGATIONS

5.1 Trans Business Machines Ltd in JV with Malam Engineering PLC or the "Vendor" hereby agrees to deliver the service of the Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) - (Virtual Software/Licenses for 5000 EPS & 25000 FPM Software/Licensing Costs Including On Site and Off-Site Support cost after Go-Live for three months, Local Support for 3 Years, 3 Years 24X7 Software Maintenance & annual Support services and Training Center Instructor Led Training Cost for 8 eight Employees of the Bank (Including travel and Accommodation) with the total price of USD 278,166.28 (USD Two Hundred Seventy Eight Thousand One Hundred Sixty Six and 28/100 only) excluding all taxes as per the following detail.

S.No.	Description	Total Price before any applicable Tax (In USD)
1	Virtual Software/Licenses for 5000 EPS & 25000 FPM of Security Information & Event Management (SIEM)	151,266.28
2	On Site and Off-Site Support cost after Go-Live for three months	1,500.00
3	Local Support for 3 Years	15,000.00
4	3 Years 24X7 Software Maintenance & annual Support services.	28,500.00
5	Implementation, Installation, Maintenance and Configuration	58,400.00
6	Authorized Training Center Instructor Led Training Cost for 8 eight Employees of the Bank (Including travel and Accommodation)	20,500.00
	Grand Price before any applicable Tax (USD)	278,166.28

5.2 The Vendor shall make sure that no Service below the agreed specification shall be accepted by the Bank.

5.3 The Vendor hereby agrees to deliver the Services at the Bank on site (at Bank's Premises).



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ARTICLE SIX PERFORMANCE BOND

- 6.1 The Vendor shall be responsible to furnish Unconditional Performance Guarantee which is 10% of the total price for **Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) - (Virtual Software/Licenses for 5000 EPS & 25000 FPM Software/Licensing Costs Including On Site and Off-Site Support cost after Go-Live for three months, Local Support for 3 Years, 3 Years 24X7 Software Maintenance & annual Support services and Training Center Instructor Led Training Cost for 8 eight Employees of the Bank (Including travel and Accommodation) i.e. USD 27,816.63 (USD Twenty Seven Thousand Eight Hundred Sixteen and 63/100 only)**

ARTICLE SEVEN PRICE

- 7.1 The price stated in the above article five shall remain firm and fixed until the agreed scope in this agreement is completely delivered to the Bank within the terms and conditions of this contract.



ARTICLE EIGHT TERMS OF PAYMENT

8-1 The payment term is as follows:

S.No.	Description	Total Price before any applicable Tax (In USD)	1 st Installment	2 nd Installment	1 st Installment
1	Virtual Software/Licenses for 5000 EPS & 25000 FPM of Security Information & Event Management (SIEM)	154,266.28	The Bank will disburse USD 107,515.92 from the total cost of USD 154,266.28 for Virtual Software/ License, covering the license and software expenses for the first year, contingent upon the delivery of the software license and verification of entitlement.	The Bank will disburse USD 22,262.08 from the total cost of USD 154,266.28 for Virtual Software/License, covering the license and software expenses for the second year, contingent upon the delivery of the software license and verification of entitlement.	The Bank will disburse USD 24,488.28 from the total cost of USD 154,266.28 for Virtual Software/ License, covering the license and software expenses for the third year, contingent upon the delivery of the software license and verification of entitlement.
2	On Site and Off-Site Support cost after Go-Live for three months	1,500.00	The Bank will paid 100 % of the total cost of On Site and Off-Site Support cost after Go-Live for three months which is USD 1,500.00 upon Go-live.		
3	Local Support for 3 Years	15,000.00	The Bank will pay 70% of USD 15,000.00 (Total cost for Local Support for 3 Years) which is USD 10,500.00 after go live	The Bank will pay 15% of USD 15,000.00 (Total cost for Local Support for 3 Years) which is USD 2,250.00 in advance/ Start of second year	The Bank will pay 15% of USD 15,000.00 (Total cost for Local Support for 3 Years) which is USD 2,250.00 in advance/ Start of third year



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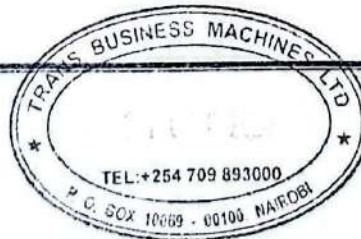
S.No.	Description	Total Price before any applicable Tax	1 st Installment	2 nd Installment	1 rd Installment
4	3 Years 24X7 Software Maintenance & annual Support services.	28,500.00	The Bank will pay one third of USD 28,500.00 (total cost of 3 Years 24X7 Software Maintenance & annual Support) which is USD 9,500.00 at the inception of year one support start at go live	The Bank will pay one third of USD 28,500.00 (total cost of 3 Years 24X7 Software Maintenance & annual Support) which is USD 9,500.00 at the inception of year two	The Bank will pay one third of USD 28,500.00 (total cost of 3 Years 24X7 Software Maintenance & annual Support) which is USD 9,500.00 at the inception of year three
5	Implementation, Installation, Maintenance and Configuration	58,400.00	The Bank will make a payment of 20% of USD 58,400.00 (the total cost of Implementation, Installation, Maintenance and Configuration, which amounts to USD 11,680.00 , upon receipt of the complete project implementation design document and the comprehensive list of system requirements.	The Bank will make a payment of 70% of USD 58,400.00 (The total cost of Implementation, Installation, Maintenance and Configuration) which amounts to USD 40,880.00 upon reaching 90% of project implementation phase	The Bank will make a payment of 10% of USD 58,400.00 The total cost of Implementation, Installation, Maintenance and Configuration) which amounts to USD 5,840.00 upon project signoff
6	Authorized Training Center Instructor Led Training Cost for 8 eight Employees of the Bank (Including travel and Accommodation)	20,500.00	The Bank will pay 50% of the total training cost of USD 20,500 , totaling USD 10,250.00 , in advance at least one week prior to the commencement of the classes.	The Bank will pay the remaining 50% of the total training cost of USD 20,500 , totaling USD 10,250.00 , after the completion of the training.	

8.2 Payments will be made in US dollars via bank transfer. However, if the vendor requests payment in birr, the bank will convert the amount at the prevailing exchange rate on the date of payment.



ARTICLE NINE
DELAYS IN VENDOR'S PERFORMANCE

- 9.1 Delivery for the Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) - (Virtual Software/Licenses for 5000 EPS & 25000 FPM Software/Licensing Costs Including On Site and Off-Site Support cost after Go-Live for three months, Local Support for 3 Years, 3 Years 24X7 Software Maintenance & annual Support services and Training Center Instructor Led Training Cost for 8 eight Employees of the Bank (Including travel and Accommodation) shall be made by the Vendor in accordance with the time schedule prescribed in the Contract In appendix 2.
- 9.2 If there is any delay, the Vendor shall promptly notify the Bank in writing of the fact of the delay, likely duration and its cause(s).
- 9.3 As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damaged, in the case the extension shall be ratified by the parties by amendments of the contract.
- 9.4 In such case the Vendor is obligated to pay 0.1% of the total contract price for everyday it defaults to Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) - (Virtual Software/Licenses for 5000 EPS & 25000 FPM Software/Licensing Costs Including On Site and Off-Site Support cost after Go-Live for three months, Local Support for 3 Years, 3 Years 24X7 Software Maintenance & annual Support services and Training Center Instructor Led Training Cost for 8 eight Employees of the Bank (Including travel and Accommodation) which shall not exceed 10% of the contractual price for such service i.e USD 27,816.63 (USD Twenty Seven Thousand Eight Hundred Sixteen and 63/100 only



ARTICLE TEN DELIVERY

- 10.1 The final project delivery date for the **Procurement, Implementation, Installation, Maintenance and Configuration of Security Information & Event Management (SIEM) - (Virtual Software/Licenses for 5000 EPS & 25000 FPM Software/Licensing Including Training Center Instructor Led Training Cost for 8 eight Employees of the Bank (Including travel and Accommodation)** will be based on the Vendor's proposed work plan. Upon acceptance, this approved work plan will be annexed to the contract agreement, becoming part of the contract document. The delivery date specified in the accepted work plan will serve as the official delivery date for the contract. The project kick-off date will be set for **November 4, 2024**.
- 10.2 The Bank hereby agrees to make reasonable efforts to assist the Vendor in timely delivery.
- 10.3 The person responsible for the delivery
- From the Vendor's side — Davies Maina , Dmaina@tbm.co.ke
Telephone: + 254 722 527 522
 - From the Bank's side — Sasebih Nega, sasebih.nega@berhanbanksc.com
Telephone: +251911563698

ARTICLE ELEVEN TERMINATION

- 11.1 Either Party may terminate this Contract with a written notice of 30 days;
- 11.2 The Bank terminates this Contract for convenience; it shall remain liable and obligated to pay the Vendor for any delivered service performed.
- 11.3 If the Vendor terminates this agreement for convenience, the 10% performance Security held by the Bank shall not be returned to the Vendor.

ARTICLE TWELVE INFRINGEMENT/ INDEMNIFICATION

- 12.1 The Vendor shall protect and indemnify the Bank against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the **Bank** may suffer as a result of any infringement or alleged infringement of any copyright, or other intellectual property right registered.



**ARTICLE THIRTEEN
CONFIDENTIAL AND PROPRIETARY INFORMATION**

13.1 Any information, documents and other material in relation to any of the Parties or its Clients, that is revealed to the other Party during preparation of this Agreement, shall be safeguarded with due care. Either Party undertakes not to use wrongfully any information, documents and other material, nor transfer or disclose the same to any third party without a written consent of the other Party. The same applies to any confidential information generated in the course of executing this Agreement.

**ARTICLE FOURTEEN
SETTLEMENT OF DISPUTES**

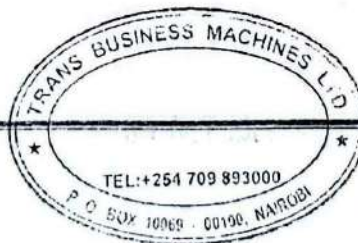
14.1 The Parties hereto agree that in the event there is any dispute or claim or controversy between them arising out of or in connection with this Contract or the breach, termination, enforcement, interpretations and validity thereof, shall be determined by the parties or their representatives by convening a meeting together in an effort to resolve such dispute through discussion and amicable solutions.

14.2 If the dispute is not resolved after the first meeting, then either party shall have the right to have such dispute resolved by court.

**ARTICLE FIFTEEN
APPLICABLE LAW**

15.1 This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of Ethiopia.

15.2 The Parties submit and agree to the jurisdiction of the Ethiopian courts.



ARTICLE SIXTEEN RELATIONSHIP BETWEEN THE PARTIES

16.1 Each Party and their employees shall be independent contractors in relation to the other Party with respect to all matters arising out of this Agreement. Nothing herein shall constitute nor shall be deemed to imply a partnership, joint venture, association or employment relationship between the Parties

ARTICLE SEVENTEEN NOTICES

17.1 All notices or other communications required to be given hereunder shall be in writing.

**On Behalf of The Bank
(Berhan Bank S.C.)**

**On Behalf of The Vendor
(Trans Business Machines
In JV with Malam Engineering PLC)**

Name: Solomon Yazezew

Name DAVIES MANA

Title: A/Director – Supply Chain and Contract
Management Department

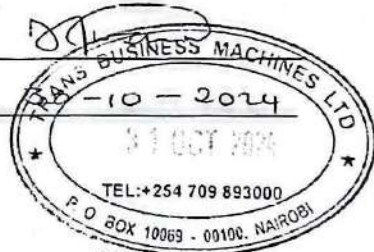
Title DIRECTOR, BUSINESS DEVELOPMENT

Signature: 

Signature: 

Date: October day of 30th 2024

Date: 10-2024



1 Name _____ Signature _____ Date _____ Tel.No. _____

2 Name Tibitge Gashu Signature  Date 30/10/24 Tel.No. _____

3 Name Firmin Gerba Signature  Date 30/10/24 Tel.No. 097464183