

## A. INSTRUCTIONS TO BIDDERS

PUBLICATION REF: 06/CUAMM/ETH/2025/CBPF-ETH-24-R-INGO-34001

By submitting a bid, bidders fully and unreservedly accept the Special and General Conditions governing the contract as the sole basis of this tender procedure, whatever their own conditions of sale may be, which they hereby waive. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid. No account can be taken of any remarks in the bid relating to the tender dossier; remarks may result in the immediate rejection of the bid without further evaluation. These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for bids, in conformity with the practical guide (available on the internet at: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>).

### 1. Supplies to be provided

1.1 The subject of the contract is the Supply of Medical Drugs, Medical Consumables and Medical Equipment

Lot 1 – Medical Drugs

Lot 2 – Medical Consumables

Lot 3 – Medical Equipment

Supplies have to be delivered to Doctors with Africa CUAMM Main office in Addis Ababa, Bole Sub City, Woreda 3, House n. 2434, [DAP]<sup>1</sup>.

- 1.2 Supplies must fully comply with the technical specifications set out in the tender dossier (Technical Specifications annex) and conform in all respects with the drawings, quantities, models, samples, measurements, and other instructions provided.
- 1.3 Bidders are not authorised to bid for a variant solution in addition to this tender.

### 2. Timetable

	DATE	TIME
<b>Clarification meeting/site visit (if any)</b>	Not applicable	Not applicable
<b>Deadline for requesting clarifications from the Contracting Authority</b>	07/02/2025	05:PM
<b>Last date on which clarifications are issued by the Contracting Authority</b>	12/02/2025	05:PM
<b>Deadline for submission of bids</b>	20/02/2025	05:PM
<b>Bid-opening session</b>	21/02/2025*	10:00 AM
<b>Notification of award to the successful bidder</b>	25/02/2025*	-
<b>Signature of the contract</b>	27/02/2025*	-

\* Provisional date

### 3. Participation

3.1. The eligibility requirements detailed in the Additional information about the contract notice (Annex A5f) or, if applicable, in the Contract Notice (C2), apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the bidder relies for the selection criteria. Every bidder, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these

<sup>1</sup>DAP (Delivered At Place — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> )

conditions. They must prove their eligibility by a document dated less than one year prior to the deadline for submitting bids, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.

- 3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the Practical Guide. Should they do so, their bid will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the Practical Guide, bidders may also be excluded from EU-funded procedures and be liable to financial penalties of up to 10% of the total value of the contract in accordance with the financial regulation in force. This information may be published on the European Commission web site in accordance with the financial regulation in force. Bidders must provide declarations on honour<sup>2</sup> that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Bidders who make false declarations may also incur financial penalties and exclusion in accordance with the financial regulation in force. Their bid will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all sub-contractors and all suppliers to bidders, as well as to all entities upon whose capacity the bidder relies for the selection criteria. In cases of doubt over declarations, the Contracting Authority will request documentary evidence that sub-contractors and/or capacity-providing entities are not in a situation that excludes them.

- 3.3. To be eligible to take part in this tender procedure, bidders must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements, and have the means to carry out the contract effectively.
- 3.4. Sub-contracting is NOT allowed.

#### **4. Origin**

- 4.1 As this tender falls under the MFF 2021/2027, all supplies under this contract may originate in any country.
- 4.2 **When submitting bids, bidders must certificate the countries of origin.** They may be asked to provide additional information in this connection.

#### **5. Type of contract**

Lump sum

#### **6. Currency**

Bids must be presented in ETB.

#### **7. Lots**

This tender procedure is made up of 3 (Three) lots.

Bids can be awarded one or more lots according to awarding criteria (point 20.6).

#### **8. Period of validity**

- 8.1 Bidders will be bound by their bids for a period of 90 days from the deadline for the submission of bids.
- 8.2 In exceptional cases and prior to the expiry of the original bid validity period, the contracting authority may ask bidders in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Bidders that agree to do so will not be permitted to modify their bids and they are bound to extend the validity of their bid guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their bid guarantees, their participation in the tender procedure will be terminated. In case the Contracting Authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the Practical Guide, the Contracting Authority may, before the validity

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<sup>2</sup>See PRAG Section 2.6.10.1.3 A.

period expires, request an extension of the validity of the bids up to the adoption of that recommendation.

- 8.3 The successful bidder will be bound by their bid for an additional period of 60 days. This period is added to the validity period of the tender irrespective of the date of notification.

## **9. Language of bids**

- 9.1 The bids, all correspondence and documents related to the tender exchanged by the bidder and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for bids must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

## **10. Submission of tenders**

- 10.1 **Bids must be sent to the contracting authority before the deadline specified in the Contract Notice (Art. 18).** They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Doctors with Africa CUAMM,  
Main office in Addis Ababa,  
Bole Sub City, Woreda 3, House no. 2434

If the tenders are hand-delivered, they should be delivered to the following address:

Doctors with Africa CUAMM,  
Main office in Addis Ababa,  
Bole Sub City, Woreda 3, House no. 2434

Bids must comply with the following conditions:

- 10.2 All bids must be submitted in one original, marked 'original', and one copy signed in the same way as the original and marked 'copy', and the soft copy of the technical and financial offer on CD or Flash Disk.

- 10.3 Bids should be submitted:

(a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip<sup>3</sup>;

(b) or by hand delivery to the premises of the Contracting Authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

The Contracting Authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the Contracting Authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardy decisions already taken and notified.

- 10.4 All bids, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) The above address;
- b) The reference code of this tender procedure;
- c) Where applicable, the number of the lot(s) tendered for;
- d) The words 'Not to be opened before the tender opening session' in the language of the tender dossier;
- e) The name of the bidder.

Technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

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<sup>3</sup> It is recommended to use registered mail to avoid the possibility that the postmark may not be readable.

## 11. Contents of bids

Failure to fulfil the requirements listed below will constitute an infraction and may result in rejection of a bid. All bids submitted must comply with the requirements in the tender dossier and include:

### Part 1: Technical offer:

- a detailed description of the supplies offered in conformity with the technical specifications, including any documentation required, including, if applicable:
  - a list of the spare parts and consumables recommended by the supplier;
  - a proposal for after-sales service;
  - a training proposal (indicate training needs);
  - technical proposals related to ancillary services.

The technical offer should be presented as per template (Annex II+III\*, Contractor's technical offer), adding separate sheets for details if necessary.

### Part 2: Financial offer:

- A financial offer calculated on a DAP<sup>4</sup> basis for the supplies offered, including, if applicable:
  - financial proposal for spare parts and consumables for use with itemised price list;
  - financial proposal for after-sales services;
  - financial proposal for training;
  - financial proposal related to ancillary services;
  - financial proposal for any other amount not directly related to the intrinsic value of the product in question (such as, but not limited to, import duties and taxes, entry-import customs clearance, transport costs).

This financial offer should be presented as per template provided (Annex IV, Budget breakdown), adding separate sheets for details if necessary.

### Part 3: Documentation:

To be supplied using the templates attached:

- The "Tender form for a supply contract", duly completed, which includes the bidder's declaration, point 7, (from each member, if a consortium, and capacity-providing entities or subcontractors, if any).

To be supplied in free text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions.

Remarks:

Bidders are requested to follow this order of presentation.

Annex [number] refers to templates attached to the tender dossier. These templates are also available on <http://ec.europa.eu/europeaid/prag/annexes.do?group=C>

## 12. Taxes and other charges

Applicable tax and customs arrangements are as follows:

There is no agreement between the European Commission and Ethiopia allowing partial or full exemption from taxes.

## 13. Additional information before the deadline for submission of bids

The tender dossier should be clear enough so that bidders do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, it must send such information in writing to all other prospective bidders at the same time.

Bidders may submit questions in writing to the following address

[l.tewolde@cuamm.org](mailto:l.tewolde@cuamm.org),

[g.berardi@cuamm.org](mailto:g.berardi@cuamm.org)

up to 8 days before the deadline for submission of tenders, specifying the publication reference and the contract title.

Any clarification about the tender dossier will be **communicated simultaneously** in writing to all bidders 8 days before the deadline for submitting tenders at the latest.

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<sup>4</sup>DAP Delivered At Place — Incoterms 2020 International Chamber of Commerce:  
<http://www.iccwbo.org/incoterms/>

Any prospective bidders seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

#### **14. Clarification meeting / site visit**

- 14.1 No clarification meeting / site visit planned. Visits by individual prospective bidders during the tender period cannot be organised.

#### **15. Alteration or withdrawal of bids**

- 15.1 Bidders may alter or withdraw their bids by written notification prior to the deadline for the submission of bids. No bid may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure by the bidder. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10. The outer envelope enclosing it must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval may result in forfeiture of the bid guarantee.

#### **16. Costs of preparing bids**

No costs incurred by the bidder in preparing and submitting their bid are reimbursable. All such costs will be borne by the bidder.

#### **17. Ownership of bids**

The Contracting Authority retains ownership of all bids received under this tender procedure. Consequently, bidders have no right to have their bids returned to them.

#### **18. Joint venture or consortium**

- 18.1 If a bidder is a joint venture or consortium of two or more persons, the bid must be a single one with the object of securing a single contract, each participating person must sign the bid and will be jointly and severally liable for the bid and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.
- 18.2 The bid may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these instructions to bidders. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if they themselves were the bidder.

#### **19. Opening of bids**

- 19.1 The purpose of the opening session is to check whether the bids have been submitted in accordance with the submission requirements of the call for bids.
- 19.2 The date and venue of the bid-opening sessions indicated in Section IV.2.7 of the Contract Notice.  
The committee will draw up minutes of the meeting, which will be available on request.  
In the case that at the date of the opening session some bids have not been delivered to the Contracting Authority, but their representatives can show evidence that they have been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the bidders that a second opening session will be organised.
- 19.3 At the bid opening, the bidders' names, the bid prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite bid guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.

- 19.4 After the public opening of the bids, no information relating to the examination, clarification, evaluation of bids, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by bidders to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of bids, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their bids.
- 19.6 All bids received after the deadline for submission specified in the Contract Notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the bidders. No liability can be accepted for late delivery of bids. Late bids will be rejected and will not be evaluated.

## **20. Evaluation of bids**

### **20.1 Examination of the administrative conformity of bids**

The aim at this stage is to check that bids comply with the essential requirements of the tender dossier. A bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the bidder's obligations under the contract or distort competition for bidders whose tenders are in compliance. Decisions to the effect that a bid is not administratively compliant must be duly justified in the evaluation minutes.

If a bid does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### **20.2 Technical evaluation**

After analysing the bids deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each bid, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in the additional information) about the Contract Notice are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

- 20.3 In the interest of transparency and equal treatment, and to facilitate the examination and evaluation of bids, the evaluation committee may ask each bidder individually for clarification of their bid, including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the bid may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a bid is not technically compliant must be duly justified in the evaluation minutes.

### **20.4 Financial evaluation**

- a) Bids found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- Where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
- Except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

- b) Amounts corrected in this way will be binding on the bidder. If the bidder does not accept them, their bid will be rejected.

- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the bidder offering the lowest price. Where specified in the technical specifications, the evaluation of bids may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the bidders

and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The compliant bid that offers the best price-quality ratio will be selected.

1.7 Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the Contracting Authority may request documentary evidence on compliance with the exclusion criteria set out in these instructions.

**21. Notification of award**

By submitting a bid, each bidder accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the Contracting Authority sends it to the electronic address indicated in the offer.

The Contracting Authority will inform all bidders simultaneously and individually of the award decision. The bid guarantees of the unsuccessful bidders will be released once the contract is signed. The successful bidder will be informed in writing that their bid has been accepted (notification of award).

**22. Signing of the contract and performance guarantee**

22.1 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the bid. The unit prices quoted in the bid shall be used.

22.2 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected bidder must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. Upon signing the contract, the successful bidder will become the contractor and the contract will enter into force.

22.3 If they fail to sign and return the contract and any financial guarantee required within 30 days of receiving the notification, the Contracting Authority may consider the acceptance of the bid to be cancelled, without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful bidder will have no claim whatsoever on the Contracting Authority.

22.4 Under this tender, no guarantee is required.

**23. Tender guarantee**

No tender guarantee is required.

**24. Ethics clauses and code of conduct**

24.1 Absence of conflict of interest

The bidder must not be affected by any conflict of interest and must have no equivalent relation in that respect with other bidders or parties involved in the project. Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing bids will lead to the rejection of its bid and may result in administrative penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The bidder and their personnel must comply with human rights and applicable data protection rules. In particular, and in accordance with the applicable basic act, bidders and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organization conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all unlawful conduct which has an impact on the professional credibility of the bidder.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

**24.3 Anti-corruption and anti-bribery**

The bidder shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project funding if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract, and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.

**24.4 Unusual commercial expenses**

Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not originating from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

**24.5 Breach of obligations, irregularities or fraud**

The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to a breach of obligations, irregularities or fraud. If a breach of obligations, irregularities or fraud is discovered after the award of the contract, the Contracting Authority may refrain from concluding the contract.

**25. Cancellation of the tender procedure**

If a tender procedure is cancelled, bidders will be notified by the Contracting Authority.

If the tender procedure is cancelled before the bid-opening session, the sealed envelopes will be returned, unopened, to the bidders.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable bids have been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable bids exceed the financial resources available;
- there has been a breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the bidder to whom the contract is to be awarded is objectively disproportionate with regard to the market price).

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

**26. Appeals**

Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the Practical Guide.



## **27. Data Protection**

Processing of personal data related to this tender procedure by the Contracting Authority takes place in accordance with the national legislation of the state of the Contracting Authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships]

Details concerning the processing of personal data by the Commission are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

In cases where personal data is processed in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts), the relevant data subjects of the possible transmission are to be informed of their data to EU institutions and bodies and the above-mentioned privacy statement is to be communicated to them.

## **28. Early detection and exclusion system**

Bidders and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.