



**Government of Liberia  
MILLENNIUM CHALLENGE ACCOUNT LIBERIA  
F&F Building, 2<sup>nd</sup>/3<sup>rd</sup> Floor  
63 United Nations Drive  
Coconut Plantation, Mamba Point  
Monrovia, Liberia**

**REQUEST FOR QUOTATION**

**Reference Number: 4A450/CA/001**

**Supply and Delivery of Cell Phones for MCA-Liberia**

*May 31, 2019*

**To Interested Supplies,**

1. Millennium Challenge Account –Liberia (“MCA-Liberia”) is the entity created by the Government of Liberia (“Government”) to manage and implement the activities contained in the Millennium Challenge Compact entered into between the Government and the Millennium Challenge Corporation (“MCC”) on behalf of the United States of America. Accordingly, MCA-Liberia intends to procure the goods for which details are provided below (**Annex 1**).
2. You are invited to submit your price quotation for the **Supply and Delivery of Cell Phones for MCA-Liberia as follows:**
3. Brief Description and Quantity of the Goods to be supplied:

<b>Item #</b>	<b>Description</b>	<b>No of units</b>
1	Cell Phone 1	2
	Cell Phone Pack	2
	Cell Phone Screen Protector	2
2	Cell Phone 2	1
	Cell Phone Pack	1
	Cell Phone Screen Protector	1

4. **You are requested to provide a quote for all items in accordance with the format contained in this Request for Quotation. Failure to provide a quote for all items in the required format will render your quotation incomplete and thus non-responsive during the evaluation process.**
5. **You are requested to display the GST/VAT amounts.**

6. All documents submitted shall be in **English**. Any quotation which is not submitted in English, or is not accompanied by a certified translation, will be rejected.
7. You are required to submit the authorization letter for the authorized representative of the supplier signing the quotation, demonstrating that the person signing has been duly authorized to sign and the proof of registration as a business entity.
8. Your priced quotation for the **Supply and Delivery of Cell Phones for MCA-Liberia** listed in **Annex 1** of this RFQ should be submitted to the email address below under clause 16 on or before **June 6, 2019 at 5:00 pm** Liberia time in the format provided under **Annex 2** below. **Quotations must be made electronically in a format that cannot be altered (pdf format is preferred). Hard copy submissions shall not be accepted.**

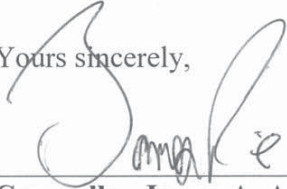
<b>Submission Requirements:</b>	
<b>Currency</b>	USD
<b>Required Goods and Services</b>	Refer to Annex 1 below
<b>Quotation Validity</b>	90 days
<b>Quotations submitted via:</b>	Email (pdf format is preferred) to the email address in clause 16, below

9. This requirement is open to eligible suppliers as defined in the MCC Program Procurement Guidelines (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). Each supplier will undergo eligibility verification during the evaluation process, and throughout the life of the contract, in accordance with MCC Guidance on Excluded Parties Verification Procedure.
10. Evaluation of offers and award of purchase order:  
Offers determined to be substantially responsive to the description of the goods will be evaluated by comparison of quoted prices in accordance with MCC Program Procurement Guidelines. A Purchase Order Agreement will be issued to the Supplier offering the **total** lowest evaluated quotation price and that meets the required description of the goods on all items.
11. The Purchase Order Agreement terms and conditions are not negotiable and shall be fully accepted by the Supplier.
12. You must clearly state the **Model of the Goods, Country of Origin, warranty and guarantee conditions/duration** for the goods quoted. The quoted goods must have a minimum **Guaranty of one-year**.
13. You must clearly state the **Guarantee Conditions/Period for Replacement** of defective Goods (no later than fourteen (14) calendar days after the contract manager notifies the defects).
14. Bid Challenges: Suppliers may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA-Liberia and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MCA-Liberia's website at [www.mca.gov.lr](http://www.mca.gov.lr).

15. The Purchaser is not bound to accept any quotation submitted by the invited Suppliers and may cancel the procurement process at any time without providing any justification to the Suppliers.
16. Your quotation in the required format should be submitted to the email address below:

**MCA-Liberia Procurement Agent**  
Email: [MCALiberiaPA@cardno.com](mailto:MCALiberiaPA@cardno.com)

Yours sincerely,



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**Counsellor James A. A. Pierre II**  
**General Counsel**  
**MCA-Liberia**

## Annex 1

### Technical Specifications of the required goods

The supply of Goods and Related Services shall comply with the following Technical Specifications and Standards:

<b>CELL PHONE 1 - TECHNICAL SPECIFICATIONS</b>		
<b>NETWORK</b>	<b>Technology</b>	<ul style="list-style-type: none"> <li>• GSM</li> <li>• HSPA</li> <li>• LTE</li> <li>• Dual Sim</li> <li>• 4G</li> </ul>
<b>LAUNCH</b>	<b>Announced</b>	2018 forward
<b>BODY</b>	<b>Dimensions</b>	Length: Minimum 156.6mm Width: 77.2mm Height: minimum 6.8 mm
	<b>Weight</b>	Minimum 169 g (5.96 oz)
	<b>SIM</b>	Hybrid Dual SIM (Nano-SIM, dual stand-by)
<b>DISPLAY</b>	<b>Type</b>	Super AMOLED capacitive touchscreen, 16M colors
	<b>Resolution</b>	1080 x 1920 pixels, 16:9 ratio (~386 ppi density)
<b>PLATFORM</b>	<b>OS</b>	Android
	<b>Chipset</b>	Qualcomm MSM8953 Snapdragon 625 (14 nm)
	<b>CPU</b>	Octa-core 2.0 GHz Cortex-A53
	<b>GPU</b>	Adreno 506
<b>MEMORY</b>	<b>Card slot</b>	microSD, up to 256 GB (uses shared SIM slot)
	<b>Internal</b>	32/64 GB, 4 GB RAM
<b>MAIN CAMERA</b>	<b>Single</b>	16 MP, AF, f/1.9
	<b>Features</b>	Dual-LED dual-tone flash, panorama, HDR
	<b>Video</b>	Minimum 1080p@30fps
<b>SELFIE CAMERA</b>	<b>Single</b>	Minimum 8 MP, f/1.9
	<b>Video</b>	Minimum 1080p@30fps
<b>SOUND</b>	<b>Loudspeaker</b>	Yes
	<b>jack</b>	Minimum 3.5mm
		Active noise cancellation with dedicated mic
<b>COMMS</b>	<b>WLAN</b>	<ul style="list-style-type: none"> <li>• Minimum Wi-Fi 802.11 a/b/g/n/ac,</li> <li>• dual-band</li> <li>• WiFi Direct,</li> <li>• Hotspot</li> </ul>
	<b>Bluetooth</b>	Yes
	<b>GPS</b>	Yes
	<b>NFC</b>	Yes
	<b>Radio</b>	Stereo FM radio with RDS; recording

<b>CELL PHONE 1 - TECHNICAL SPECIFICATIONS</b>		
	<b>USB</b>	Minimum micro USB 2.0
<b>FEATURES</b>	<b>Sensors</b>	<ul style="list-style-type: none"> <li>• Fingerprint (front-mounted)</li> <li>• Accelerometer</li> <li>• Proximity</li> <li>• Compass</li> </ul>
		ANT+
<b>BATTERY</b>		Non-removable Li-Ion Minimum 3300 mAh battery
	<b>Charging</b>	Fast battery charging minimum 18W (Quick Charge 3.0)
<b>MISC</b>	<b>Colors</b>	Black, Gray, blue
	<b>Display</b>	Contrast ratio: Infinite (nominal), minimum 3.896 (sunlight)
	<b>Camera</b>	Photo / Video
	<b>Loudspeaker</b>	Voice: Minimum 67dB Noise: Minimum 67dB Ring: Minimum 72Db
	<b>Audio quality</b>	Noise: minimum 95.3dB Crosstalk: Minimum 92.2Db
	<b>Battery life</b>	Endurance rating: Minimum 100h

CELL PHONE 2 - TECHNICAL SPECIFICATIONS		
<b>NETWORK</b>	<b>Technology</b>	<ul style="list-style-type: none"> <li>• GSM</li> <li>• HSPA</li> <li>• LTE</li> </ul>
<b>LAUNCH</b>	<b>Announced</b>	2018 forward
<b>BODY</b>	<b>Dimensions</b>	Length: minimum 149.9mm Width: minimum 70.8 mm Height: 7.7 mm
	<b>Weight</b>	Minimum 159 g (5.61 oz)
	<b>Build</b>	Front glass, aluminum body
	<b>SIM</b>	Dual SIM (Nano-SIM, dual stand-by)
<b>DISPLAY</b>	<b>Type</b>	Super AMOLED capacitive touchscreen, minimum 16M colors
	<b>Resolution</b>	Minimum 720 x 1480 pixels, minimum 18.5:9 ratio (~294 ppi density)
<b>PLATFORM</b>	<b>OS</b>	Android
	<b>Chipset</b>	Exynos 7870 Octa (14 nm) or equivalent
	<b>CPU</b>	Octa-core 1.6 GHz Cortex-A53 or equivalent
	<b>GPU</b>	Mali-T830 MP1 or equivalent
<b>MEMORY</b>	<b>Card slot</b>	microSD, up to 256 GB (dedicated slot)
	<b>Internal</b>	minimum 32 GB, 3 GB RAM
<b>MAIN CAMERA</b>	<b>Single</b>	Minimum 16 MP, f/1.7, 26mm (wide), PDAF
	<b>Features</b>	LED flash, panorama, HDR
	<b>Video</b>	Minimum 1080p@30fps
<b>SELFIE CAMERA</b>	<b>Single</b>	Minimum 16 MP, f/1.9, 26mm (wide)
	<b>Features</b>	LED flash
	<b>Video</b>	Minimum 1080p@30fps
<b>SOUND</b>	<b>Loudspeaker</b>	Yes
	<b>jack</b>	Minimum 3.5mm
		Active noise cancellation with dedicated mic
		Dolby Atmos sound (headphones only)
<b>COMMS</b>	<b>WLAN</b>	<ul style="list-style-type: none"> <li>• Minimum Wi-Fi 802.11 a/b/g/n,</li> <li>• WiFi Direct</li> <li>• Hotspot</li> </ul>
	<b>Bluetooth</b>	Yes
	<b>GPS</b>	Yes, with A-GPS, GLONASS, BDS
	<b>NFC</b>	Yes
	<b>Radio</b>	FM radio
	<b>USB</b>	Minimum micro USB 2.0
<b>FEATURES</b>	<b>Sensors</b>	Fingerprint (rear-mounted), accelerometer, gyro, proximity, compass

<b>CELL PHONE 2 - TECHNICAL SPECIFICATIONS</b>		
		ANT+
<b>BATTERY</b>		Minmum Non-removable Li-Ion 3000 mAh battery
<b>MISC</b>	<b>Colors</b>	Black, Gray, blue
<b>TESTS</b>	<b>Performance</b>	Basemark OS II: 1137 / Basemark OS II 2.0: 1019
		Basemark X: 5639
	<b>Display</b>	Contrast ratio: Infinite (nominal), minimum 3.397 (sunlight)
	<b>Camera</b>	Photo / Video
	<b>Loudspeaker</b>	Voice: Minimum 76dB Noise: Minimum 72dB Ring: minimum 91dB
	<b>Audio quality</b>	Noise: Minimum 92.8dB Crosstalk: Minimum 91.7dB
	<b>Battery life</b>	Endurance rating: Minimum 83h

**Annex 2**

**Quotation Submission Form (To be completed by the Supplier)**

**Supply and Delivery of Cell Phones for MCA-Liberia**

**Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**1. Schedule of Supply**

<b>Description of Goods</b>	<b>Delivery Date (DD)</b> <i>(number of calendar days after the Effective Date of the Purchase Order Agreement)</i>		
	<b>Earliest DD</b>	<b>Latest DD</b>	<b>Suppliers DD</b>
<b>Supply and Delivery of Cell Phones for MCA-Liberia</b>	<b>Ten (10)</b> days after the Effective Date of the Purchase Order Agreement	<b>Twenty-one (21)</b> days after the Effective Date of the Purchase Order Agreement	

**2. Replacing Defective Goods**

<b>Waiting Period for Replacing Defective Goods</b>			
<b>No.</b>	<b>Requirement of Replacement</b>	<b>Requirement</b>	<b>Supplier's Proposed Replacement Time</b>
1	<b>Period (calendar days) for replacement of faulty products/goods</b>	<b>Fourteen (14) calendar days maximum</b>	



### 3. Quotation Price

Supplier's Quotation Price								
1	2	3	4	5	6	7	8	9
Item #	Description of Goods	Country of Origin	Warranty & Guarantee Duration (1year Minimum)	Quantity	Net Unit Price USD	Total Net Price in USD (Column 5 x Column 6)	GST/VAT in USD (10% of Column 7)	Total Gross Amount in USD (Column 7 + Column 8)
<b>Cell Phone 1</b>								
1	Cell Phone in accordance with the Technical Specifications			2				
	<b>Cell Phone Pack</b>			2				
	<b>Cell Phone Screen Protector</b>			2				
<b>Cell Phone 2</b>								
2	Cell Phone in accordance with the Technical Specifications)			1				
	<b>Cell Phone Pack</b>			1				
	<b>Cell Phone Screen Protector</b>			1				
<b>GRAND TOTAL</b>								

**Important information for bidders:**

1. Quote the price for all items.
2. The total GST/VAT amount for each item to be stated separately in the space provided.
3. The unit rate of the items must include the cost of delivery as well. The cost of delivery will not be paid separately.
4. The currency of the quotation should be US Dollars.
5. Please provide the warranty or Guaranty details clearly.
6. Day means a calendar day and Week equals seven (7) days.
7. Please quote the delivery duration you are proposing to deliver the goods and services.
8. The supplier has three (3) days to sign the Purchase Order Agreement from the date it is received.

Our grand total includes all cost needed to provide the goods as per the requirement in the Request for Quotation.

**Our Quotation is valid for ninety (90) days from the date of Submission.**

**We are attaching herewith the letter in support as authorization for the person signing the quotation (Attach Letter of Authorization Accordingly).**

**Our full valid contact details are attached including our email address.**

Name of the Person Authorized to Sign the Quotation: \_\_\_\_\_

Position of the signatory in Organization: \_\_\_\_\_

Signature of the Authorized Person: \_\_\_\_\_

Date: \_\_\_\_\_

Physical Address: \_\_\_\_\_

**Annex 3:**

**Submission Form of Supplier’s Proposed Technical Specifications  
(To be completed by the Supplier Accordingly)**

**NOTE:** Bidders need to comply with each of the requirements stated below. They must provide program of delivery with their quotation. In addition, bidders must fill in their specifications on the right-hand column, showing how their proposed specification satisfies each technical requirement under this procurement process. **“Comply, Confirm, and same as will not be considered.” All goods proposed must be of international standard.**

No.	MCA-LIBERIA’S TECHNICAL SPECIFICATIONS FOR THE REQUIRED GOODS	SUPPLIER’S TECHNICAL SPECIFICATIONS (TO BE COMPLETED BY THE SUPPLIER)																																							
1	<p><b><u>Cell Phone 1:</u></b></p> <table border="1"> <tr> <td data-bbox="289 730 451 890"><b>NETWORK</b></td> <td data-bbox="464 730 626 890"><b>Technology</b></td> <td data-bbox="639 730 920 890"> <ul style="list-style-type: none"> <li>• GSM</li> <li>• HSPA</li> <li>• LTE</li> <li>• Dual Sim</li> <li>• 4G</li> </ul> </td> </tr> <tr> <td data-bbox="289 898 451 932"><b>LAUNCH</b></td> <td data-bbox="464 898 626 932"><b>Announced</b></td> <td data-bbox="639 898 920 932">2018 forward</td> </tr> <tr> <td data-bbox="289 961 451 1121"><b>BODY</b></td> <td data-bbox="464 961 626 1121"><b>Dimensions</b></td> <td data-bbox="639 961 920 1121">Length: Minimum 156.6mm Width: 77.2mm Height: minimum 6.8 mm</td> </tr> <tr> <td data-bbox="289 1129 451 1205"></td> <td data-bbox="464 1129 626 1205"><b>Weight</b></td> <td data-bbox="639 1129 920 1205">Minimum 169 g (5.96 oz)</td> </tr> <tr> <td data-bbox="289 1213 451 1268"></td> <td data-bbox="464 1213 626 1268"><b>SIM</b></td> <td data-bbox="639 1213 920 1268">Hybrid Dual SIM (Nano-SIM, dual stand-by)</td> </tr> <tr> <td data-bbox="289 1276 451 1373"><b>DISPLAY</b></td> <td data-bbox="464 1276 626 1373"><b>Type</b></td> <td data-bbox="639 1276 920 1373">Super AMOLED capacitive touchscreen, 16M colors</td> </tr> <tr> <td data-bbox="289 1381 451 1436"></td> <td data-bbox="464 1381 626 1436"><b>Resolution</b></td> <td data-bbox="639 1381 920 1436">1080 x 1920 pixels, 16:9 ratio (~386 ppi density)</td> </tr> <tr> <td data-bbox="289 1486 451 1520"><b>PLATFORM</b></td> <td data-bbox="464 1486 626 1520"><b>OS</b></td> <td data-bbox="639 1486 920 1520">Android</td> </tr> <tr> <td data-bbox="289 1528 451 1625"></td> <td data-bbox="464 1528 626 1625"><b>Chipset</b></td> <td data-bbox="639 1528 920 1625">Qualcomm MSM8953 Snapdragon 625 (14 nm)</td> </tr> <tr> <td data-bbox="289 1633 451 1688"></td> <td data-bbox="464 1633 626 1688"><b>CPU</b></td> <td data-bbox="639 1633 920 1688">Octa-core 2.0 GHz Cortex-A53</td> </tr> <tr> <td data-bbox="289 1696 451 1730"></td> <td data-bbox="464 1696 626 1730"><b>GPU</b></td> <td data-bbox="639 1696 920 1730">Adreno 506</td> </tr> <tr> <td data-bbox="289 1759 451 1835"><b>MEMORY</b></td> <td data-bbox="464 1759 626 1835"><b>Card slot</b></td> <td data-bbox="639 1759 920 1835">microSD, up to 256 GB (uses shared SIM slot)</td> </tr> <tr> <td data-bbox="289 1843 451 1877"></td> <td data-bbox="464 1843 626 1877"><b>Internal</b></td> <td data-bbox="639 1843 920 1877">32/64 GB, 4 GB RAM</td> </tr> </table>	<b>NETWORK</b>	<b>Technology</b>	<ul style="list-style-type: none"> <li>• GSM</li> <li>• HSPA</li> <li>• LTE</li> <li>• Dual Sim</li> <li>• 4G</li> </ul>	<b>LAUNCH</b>	<b>Announced</b>	2018 forward	<b>BODY</b>	<b>Dimensions</b>	Length: Minimum 156.6mm Width: 77.2mm Height: minimum 6.8 mm		<b>Weight</b>	Minimum 169 g (5.96 oz)		<b>SIM</b>	Hybrid Dual SIM (Nano-SIM, dual stand-by)	<b>DISPLAY</b>	<b>Type</b>	Super AMOLED capacitive touchscreen, 16M colors		<b>Resolution</b>	1080 x 1920 pixels, 16:9 ratio (~386 ppi density)	<b>PLATFORM</b>	<b>OS</b>	Android		<b>Chipset</b>	Qualcomm MSM8953 Snapdragon 625 (14 nm)		<b>CPU</b>	Octa-core 2.0 GHz Cortex-A53		<b>GPU</b>	Adreno 506	<b>MEMORY</b>	<b>Card slot</b>	microSD, up to 256 GB (uses shared SIM slot)		<b>Internal</b>	32/64 GB, 4 GB RAM	
<b>NETWORK</b>	<b>Technology</b>	<ul style="list-style-type: none"> <li>• GSM</li> <li>• HSPA</li> <li>• LTE</li> <li>• Dual Sim</li> <li>• 4G</li> </ul>																																							
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No.	MCA-LIBERIA'S TECHNICAL SPECIFICATIONS FOR THE REQUIRED GOODS		SUPPLIER'S TECHNICAL SPECIFICATIONS (TO BE COMPLETED BY THE SUPPLIER)
	<b>MAIN CAMERA</b>	<b>Single</b>	16 MP, AF, f/1.9
		<b>Features</b>	Dual-LED dual-tone flash, panorama, HDR
		<b>Video</b>	Minimum 1080p@30fps
	<b>SELFIE CAMERA</b>	<b>Single</b>	Minimum 8 MP, f/1.9
		<b>Video</b>	Minimum 1080p@30fps
	<b>SOUND</b>	<b>Loudspeaker jack</b>	Yes
			Minimum 3.5mm
			Active noise cancellation with dedicated mic
	<b>COMMS</b>	<b>WLAN</b>	<ul style="list-style-type: none"> <li>• Minimum Wi-Fi 802.11 a/b/g/n/ac,</li> <li>• dual-band</li> <li>• WiFi Direct,</li> <li>• Hotspot</li> </ul>
		<b>Bluetooth</b>	Yes
		<b>GPS</b>	Yes
		<b>NFC</b>	Yes
		<b>Radio</b>	Stereo FM radio with RDS; recording
		<b>USB</b>	Minimum micro USB 2.0
	<b>FEATURES</b>	<b>Sensors</b>	<ul style="list-style-type: none"> <li>• Fingerprint (front-mounted)</li> <li>• Accelerometer</li> <li>• Proximity</li> <li>• Compass</li> </ul>
			ANT+
	<b>BATTERY</b>		Non-removable Li-Ion Minimum 3300 mAh battery
		<b>Charging</b>	Fast battery charging minimum 18W (Quick Charge 3.0)
	<b>MISC</b>	<b>Colors</b>	Black, Gray, blue
		<b>Display</b>	Contrast ratio: Infinite (nominal), minimum 3.896 (sunlight)
		<b>Camera</b>	Photo / Video

No.	MCA-LIBERIA'S TECHNICAL SPECIFICATIONS FOR THE REQUIRED GOODS		SUPPLIER'S TECHNICAL SPECIFICATIONS (TO BE COMPLETED BY THE SUPPLIER)	
		<b>Loudspeaker</b>	Voice: Minimum 67dB Noise: Minimum 67dB Ring: Minimum 72Db	
		<b>Audio quality</b>	Noise: minimum 95.3dB Crosstalk: Minimum 92.2Db	
		<b>Battery life</b>	Endurance rating: Minimum 100h	
2	<b><u>Cell Phone 2:</u></b>			
	<b>NETWORK</b>	<b>Technology</b>	<ul style="list-style-type: none"> <li>• GSM</li> <li>• HSPA</li> <li>• LTE</li> </ul>	
	<b>LAUNCH</b>	<b>Announced</b>	2018 forward	
	<b>BODY</b>	<b>Dimensions</b>	Length: minimum 149.9mm Width: minimum 70.8 mm Height: 7.7 mm	
		<b>Weight</b>	Minimum 159 g (5.61 oz)	
		<b>Build</b>	Front glass, aluminum body	
		<b>SIM</b>	Dual SIM (Nano-SIM, dual stand-by)	
	<b>DISPLAY</b>	<b>Type</b>	Super AMOLED capacitive touchscreen, minimum 16M colors	
		<b>Resolution</b>	Minimum 720 x 1480 pixels, minimum 18.5:9 ratio (~294 ppi density)	
	<b>PLATFORM</b>	<b>OS</b>	Android	
		<b>Chipset</b>	Exynos 7870 Octa (14 nm) or equivalent	
		<b>CPU</b>	Octa-core 1.6 GHz Cortex-A53 or equivalent	
		<b>GPU</b>	Mali-T830 MP1 or equivalent	
	<b>MEMORY</b>	<b>Card slot</b>	microSD, up to 256 GB (dedicated slot)	

No.	MCA-LIBERIA'S TECHNICAL SPECIFICATIONS FOR THE REQUIRED GOODS		SUPPLIER'S TECHNICAL SPECIFICATIONS (TO BE COMPLETED BY THE SUPPLIER)
		<b>Internal</b>	minimum 32 GB, 3 GB RAM
	<b>MAIN CAMERA</b>	<b>Single</b>	Minimum 16 MP, f/1.7, 26mm (wide), PDAF
		<b>Features</b>	LED flash, panorama, HDR
		<b>Video</b>	Minimum 1080p@30fps
	<b>SELFIE CAMERA</b>	<b>Single</b>	Minimum 16 MP, f/1.9, 26mm (wide)
		<b>Features</b>	LED flash
		<b>Video</b>	Minimum 1080p@30fps
	<b>SOUND</b>	<b>Loudspeaker jack</b>	Yes
			Minimum 3.5mm
			Active noise cancellation with dedicated mic
			Dolby Atmos sound (headphones only)
	<b>COMMS</b>	<b>WLAN</b>	<ul style="list-style-type: none"> <li>• Minimum Wi-Fi 802.11 a/b/g/n,</li> <li>• WiFi Direct</li> <li>• Hotspot</li> </ul>
		<b>Bluetooth</b>	Yes
		<b>GPS</b>	Yes, with A-GPS, GLONASS, BDS
		<b>NFC</b>	Yes
		<b>Radio</b>	FM radio
		<b>USB</b>	Minimum micro USB 2.0
	<b>FEATURES</b>	<b>Sensors</b>	Fingerprint (rear-mounted), accelerometer, gyro, proximity, compass
			ANT+
	<b>BATTERY</b>		Minimum Non-removable Li-Ion 3000 mAh battery
	<b>MISC</b>	<b>Colors</b>	Black, Gray, blue

No.	MCA-LIBERIA'S TECHNICAL SPECIFICATIONS FOR THE REQUIRED GOODS			SUPPLIER'S TECHNICAL SPECIFICATIONS (TO BE COMPLETED BY THE SUPPLIER)
	<b>TESTS</b>	<b>Performance</b>	Basemark OS II: 1137 / Basemark OS II 2.0: 1019	
			Basemark X: 5639	
		<b>Display</b>	Contrast ratio: Infinite (nominal), minimum 3.397 (sunlight)	
		<b>Camera</b>	Photo / Video	
		<b>Loudspeaker</b>	Voice: Minimum 76dB Noise: Minimum 72dB Ring: minimum 91dB	
		<b>Audio quality</b>	Noise: Minimum 92.8dB Crosstalk: Minimum 91.7dB	
		<b>Battery life</b>	Endurance rating: Minimum 83h	

**Annex 4**  
**PURCHASE ORDER AGREEMENT**





**REPUBLIC OF LIBERIA  
MILLENNIUM CHALLENGE ACCOUNT**

2<sup>nd</sup> & 3<sup>rd</sup> Floors, F & F Building  
63 United Nations Drive, Coconut Plantation, Mamba Point  
Monrovia, Liberia  
Tel: +231 7701 44444 / 0888 828 988  
Email: info@mca.gov.lr



\_\_\_\_\_, 2019

[Name & Address of Vendor]  
Monrovia  
Liberia

Email: \_\_\_\_\_  
Contact Number(s): +231 \_\_\_\_\_

Dear Sir/Madam

**Sub: Supply and Delivery of \_\_\_\_\_ (REF. #)**

This is to notify you that your Quotation dated \_\_\_\_\_ for the **Supply and Delivery of** \_\_\_\_\_ for the quoted price of US\$ \_\_\_\_\_ **Excluding GST/VAT** is hereby accepted by the Purchaser.

You are hereby instructed to proceed with the **Supply and Delivery of** \_\_\_\_\_ in accordance with the Terms and Conditions of the Purchase Order Agreement attached hereto, and upon its Effective Date.

You are requested to sign the attached Purchase Order Agreement and return a signed version to MCA-Liberia.

Yours Sincerely,

\_\_\_\_\_  
**Mr. Monie R. Captan**  
**Chief Executive Officer**  
**MCA-Liberia**



**MILLENNIUM CHALLENGE ACCOUNT LIBERIA**

**Purchase Order No:** \_\_\_\_\_

**PURCHASE ORDER AGREEMENT**

**for**

\_\_\_\_\_

**Issued to:**

**[NAME OF SUPPLIER]  
("Supplier")**

\_\_\_\_\_, 2019

## PURCHASE ORDER AGREEMENT

THIS PURCHASE ORDER AGREEMENT (“Agreement”) is entered into on the Effective Date as defined herein by and between **MILLENNIUM CHALLENGE ACCOUNT-LIBERIA** (“Purchaser”), represented by its Chief Executive Officer, Monie R. Captan, having its principal place of business at *2nd and 3rd Floor, F & F Building, 63 United Nations Drive, Mamba Point, Coconut Plantation, Monrovia, Liberia* and **[NAME OF SUPPLIER]** (“Supplier”), represented by its **[POSITION]**, **[NAME]**, having its principal place of business at **[ADDRESS]** *Monrovia, Liberia*; as the context requires, the Purchaser and the Supplier are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

### SPECIFIC TERMS OF THIS PURCHASE ORDER AGREEMENT:

- 1) In accordance with your quotation dated \_\_\_\_\_, 2019 with the reference number \_\_\_\_\_, you are required to supply to MCA-Liberia (the “Purchaser”) the items as detailed below (the “Goods”):

1	2	3	4	5	6	7	8
Item	Description of Goods	Quantity	Unit of Measure	Net Unit Price USD	Total Net Price (Column 3 x Column 5)	GST/VAT USD (10% of Column 6)	Total Gross Amount (Column 6 + Column 7)
1							
2							
<b>GRAND TOTAL</b>							

- 2) **Purchase Order Sum:** The Purchase Order Sum owed to the Supplier is the Total Net Price of \_\_\_\_\_ United States Dollars (US\$ \_\_\_\_\_) which excludes GST/VAT. This amount shall not be subject to any escalation, additional charges or any other increases of whatsoever description.
- 3) **Completion Period:** In strict accordance with the terms of this Purchase Order Agreement, the Supplier shall satisfactorily deliver the Goods within \_\_\_\_\_ calendar days of the Effective Date of this Purchase Order Agreement. The Supplier understands and agrees that time is of the essence with respect to the delivery.
- 4) **Warranty:** The Supplier warrants to the Purchaser that the Goods covered by this Purchase Order Agreement will strictly comply with the specifications, and other descriptions identified in this Purchase Order Agreement and will be new, of good quality, of good materials, design and workmanship, free from defects, and will fulfill the purpose for which the Goods were purchased. The warranty period is twelve (12) months (the “Warranty Period”) as of the date of the Goods Acceptance Letter. The Supplier shall produce a document (the “Warranty Document”) committing itself to the Warranty Period during which all repairs will be at no cost to the Purchaser. The Warranty Document will also state that there shall be a maximum period of fourteen (14) calendar days, as of the date the Purchaser notifies the Supplier of the defect, for the Supplier to repair all defects. The

Warranty Document shall be signed and stamped by the Supplier's Authorized Representative as named in Article Seven (7). This document shall remain in force for the full Warranty Period. The Supplier shall provide the Purchaser with the Warranty Document within three (3) business days of the date on which the Goods are fully delivered. All repair and replacement shall themselves be subject to the foregoing warranty and obligations for a period of twelve (12) months from the completion of such repair or replacement.

- 5) **Delivery point:** The Goods are to be delivered to the Purchaser's Office as follows:

MILLENNIUM CHALLENGE ACCOUNT LIBERIA  
F&F Building, 2<sup>nd</sup> Floor  
63 United Nations Drive  
Coconut Plantation, Mamba Point  
Monrovia, Liberia

The delivery will not be deemed completed until the Supplier has complied in full with the delivery requirements detailed in this Purchase Order Agreement.

- 6) **Purchase Order Managers:** The Supplier and Purchaser shall each appoint a member of staff who shall be responsible for the routine management of this Purchase Order Agreement.

For Purchaser:

Name  
Position  
Name of business  
Street Address  
Monrovia  
Liberia

For Supplier:

Name  
Position  
Name of business  
Street Address  
Monrovia  
Liberia  
Email:

- 7) **Notices:** Any official notice, consent, approval or other communication that is unrelated to the routine management of this Purchase Order Agreement shall be in English and in writing and shall be delivered to the below named Authorized Representative of each party as follows:

To Purchaser:

ATTN: **Mr. Monie R. Captan**  
**Chief Executive Officer**  
MILLENNIUM CHALLENGE ACCOUNT LIBERIA

F&F Building, 2<sup>nd</sup> Floor  
63 United Nations Drive  
Coconut Plantation, Mamba Point  
Monrovia, Liberia  
Email: [captanm@mca.gov.lr](mailto:captanm@mca.gov.lr)  
(With a copy to Purchase Order Manager: [russl@mca.gov.lr](mailto:russl@mca.gov.lr))

To Supplier:

Name  
Position  
Name of business  
Street Address  
Monrovia  
Liberia  
Email:

8) **Payment Condition:** Purchaser shall be obligated to pay 100% of the Purchase Order Sum **within** \_\_\_\_\_ **calendar days** of the date of the Acceptance Letter. The following documentation are necessary for Purchaser to make payment:

- i). An original and two copies of the Tax Invoice;
- ii). Warranty Document
- iii). The Acceptance Letter

The title to the Goods passes to the Purchaser upon the issuance of the Acceptance Letter. Supplier must furnish items (i-ii) before the Purchaser will issue the Acceptance Letter.

9) **Invoicing.** The Tax Invoice must include the following information:

- Invoice number
- Invoice date
- GST/VAT registration number/Tax ID (for Liberian companies and individuals)
- Price excluding GST/VAT
- GST/VAT payable
- Total amount including GST/VAT

For payment by direct bank transfer (Electronic Funds Transfers), please include the following details on the face of the invoice: bank account name (which must be the same as the company/individual's name on the invoice), name of bank, branch, bank account number, BBAN/IBAN number and SWIFT Code. For a USA based bank account, also include the payee's USA Tax ID, ACH Routing number and recipient's street address.

The Invoice(s) MUST be submitted or couriered as follows:

ATTN: Ms. Lenda Russ  
**Director of Finance and Administration**  
Millennium Challenge Account-Liberia  
F&F Building, 2<sup>nd</sup> Floor  
63 United Nations Drive  
Mamba Point, Coconut Plantation  
Monrovia. Liberia

Email: [russl@mca.gov.lr](mailto:russl@mca.gov.lr)

Any amount due to the Supplier shall be payable to [NAME OF BUSINESS].

- 10) **Tax Exemption:** In compliance with Section 2.6 of the Millennium Challenge Compact (the “Compact”) and the Tax Schedules contained in Annex II of the Program Implementation Agreement (the “PIA”), both agreements having been entered in by the United States of America, acting through the Millennium Challenge Corporation, and the Republic of Liberia, acting through the Ministry of Finance and Development Planning, and subsequently ratified by the National Legislature and approved by the President, thereby giving them the force of a treaty, thusly governed by international law, the Purchaser is exempt from any and all taxes that may be applied to any payment that it makes to the Supplier.

In order to implement the Purchaser’s tax exemption, in lieu of paying the GST/VAT, the Purchaser shall provide the Supplier a Goods Relief Purchase Order (GRPO) issued by the Liberia Revenue Authority (LRA) to cover the GST amount.

In accordance with the PIA, income derived from this Purchase Order Agreement by the Supplier, that would otherwise be considered taxable due to residency in Liberia, shall not be subject to Liberia’s corporate income tax. Except as may be exempt pursuant to the Compact, the Supplier (including its associates, if any), sub-suppliers, and their respective personnel may all be subject to certain taxes (as defined in the Compact) under applicable law (now or hereafter in effect). The Supplier, (including its associates, if any), sub-suppliers and their respective personnel shall pay all such taxes. In the event that any taxes are imposed on the Supplier, its associates, sub-suppliers, or their respective personnel, the price of this Purchase Order Agreement shall not be adjusted to account for such taxes. The Purchaser shall have no obligation to pay or compensate the Supplier, its associates, sub-suppliers, or their respective personnel for any taxes.

- 11) **Failure to Perform:** If the Supplier delivers the wrong quality or quantity of Goods or otherwise delivers Goods that do not conform with the requirements of this Purchase Order Agreement, then without prejudice to any other rights which the Purchaser may have against the Supplier, the Purchaser may, within a reasonable time from delivery, reject the Goods. Any noncompliance on the part of the Supplier is deemed a material breach of this Purchase Order Agreement.
- 12) **Title and Risk of Loss:** The Supplier warrants to the Purchaser that the Supplier will provide good and unencumbered title for all Goods under this Purchase Order Agreement. The risk of loss for the goods shall remain with the Supplier up until the date of the Acceptance Letter.
- 13) **Liquidated Damages:** The Supplier agrees that failing to fully deliver the Goods or to perform within the period(s) specified in this Purchase Order Agreement, the Purchaser may, without prejudice to its other remedies under this Purchase Order Agreement, deduct from the Purchase Order Sum, as liquidated damages, a sum equivalent to half of percent (0.5%) of the Purchase Order Sum for each day of delay in satisfactorily delivering and installing the Goods, up to a maximum deduction of ten percent (10%) of the Purchase Order Sum. Once the maximum is reached, the Purchaser may consider cancelling this Purchase Order Agreement. Whether or not the Purchaser, for any justifiable reason, elects to cancel this Purchase Order Agreement, the Supplier shall remain obligated to pay the Purchaser the accrued liquidated damages.

- 14) **Delivery Inspection:** The Goods will be inspected at the Delivery Point by the Purchaser's Purchase Order Manager. After inspection, if the Purchaser's Purchase Order Manager deems any delivery of the Goods to not be in strict accordance with the terms and conditions hereof, that nonconformity shall serve as a justifiable ground to reject the delivery and cancel this Purchase Order Agreement with no obligation to pay or compensate the Supplier. The Purchaser shall either provide the Supplier with a Letter of Rejection ("Rejection Letter") or Letter of Acceptance ("Acceptance Letter").
- 15) **Force Majeure:** Neither the Purchaser nor the Supplier shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, war, and fire, provided that the party claiming force majeure shall within seven (7) calendar days from the beginning of such force majeure event notify the other party in writing of the occurrence of the force majeure event and its effect on performance; and provided further that the party claiming force majeure shall take reasonable measures to mitigate the potential impact of the force majeure event on its performance under this Purchase Order Agreement. If the force majeure delay persists for more than thirty (30) calendar days, the other party against whom force majeure was invoked may, without liability on its part, terminate this Purchase Order Agreement.
- 16) **Indemnification:** The Supplier shall protect, defend, indemnify, and hold the Purchaser and its directors, staff members, agents and representatives harmless from and against any damage, demands, causes of action, loss, cost or liability including reasonable attorney fees, for injuries or damage to persons or property arising from acts of omission or commission of the Supplier, and (where applicable) its employees, agents or subcontractors, however caused.
- 17) **Amendments:** No amendments or modifications of any of the terms or provisions of this Purchase Order Agreement shall be binding on the other Party, unless in writing and signed by an authorized representative of both Parties.
- 18) **Waiver:** No waiver by either the Supplier or the Purchaser of any one or more defaults of the other Party in the performance of this Purchase Order Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 19) **Assignment:** Neither Supplier nor Purchaser may assign or otherwise transfer any of their rights under this Purchase Order Agreement without the prior written consent of the other Party. Any assignment not expressly permitted hereunder shall be null and void and have no force or effect.
- 20) **Entire Instrument.** This Purchase Order Agreement, including annexes, embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. This instrument supersedes all previous communications, representations, agreements, negotiations, or understanding whether verbal or written between the Parties.
- 21) **Relationship:** Nothing contained in this Purchase Order Agreement shall be construed as establishing or implying any partnership or joint venture between the Purchaser and the Suppliers and nothing in this Purchase Order Agreement shall be deemed to construe either of the Parties as the agent of the other.

- 22) **Severability:** If any term or provision of this Purchase Order Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Purchase Order Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 23) **Annex:** The Annexes to this Purchase Order Agreement constitute an integral part of this Agreement.
- 24) **Priority of Documents:** In the event of any discrepancy or inconsistency between the documents that comprise this Purchase Order Agreement, the terms and conditions of the main body of this Purchase Order Agreement shall prevail.
- 25) **Anti-Trafficking in Persons:** MCC has a zero-tolerance policy with regard to Trafficking in Persons. Trafficking in Persons (“TIP”) is the crime of using force, fraud, and/or coercion to exploit another person. Trafficking in Persons can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to ensuring appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the projects it funds. Additional information on MCC’s requirements aimed at combating trafficking in persons can be found in MCC’s Counter-Trafficking in Persons Policy that can be found on MCC’s website (<https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>). The Parties shall therefore strictly comply with the herein referenced policy.
- 26) **Compliance with the Compact:** Any payments made under this Purchase Order Agreement are subject, in all respects, to the terms and conditions of the Millennium Challenge Compact (“Compact”) and related documents, including restrictions on the use, and condition to disbursement, of MCC Funding.
- 27) **Governing Law and Jurisdiction:** The validity, interpretation and enforcement of this Purchase Order Agreement shall be governed by and construed in accordance with the laws of the Republic of Liberia.
- 28) **Counterparts:** This Purchase Order Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered electronically, whether by email or any other electronic transmission, shall have the same force, validity and effect as the originals thereof.
- 29) **Effective Date:** Date of the last signature below shall be the Effective Date of this Purchase Order Agreement.



**For Purchaser:**

**For Supplier:**

.....  
**Mr. Monie R. Captan**  
**Chief Executive Officer**

.....  
**NAME**  
**POSITION TITLE**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ANNEX ONE**  
**MILLENNIUM CHALLENGE CORPORATION GENERAL PROVISIONS**

The Supplier shall comply with (i) this Millennium Challenge Corporation (the “MCC”) General Provisions Annex and (ii) any instruction received by the Supplier from MCC regarding the compliance with the terms of this General Provisions Annex notwithstanding any other instruction given by the MCAL. MCAL shall have the right to terminate this BPO if the Supplier fails to comply with this General Provisions Annex or any such instruction of MCC.

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the BPO to which this Annex is attached (the “*Agreement*”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government of Liberia, acting through the Ministry of Finance and Development Planning (the “*Government*”), as may be amended from time to time.

The Government is acting through MCAL, the legal entity established by the Government as responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the “*MCA Entity*”), and has received a grant from MCC pursuant to the Compact, of which it intends to apply a portion of the proceeds of the Compact to eligible payments under this Agreement, provided that (i) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (ii) MCC shall have no obligations to Supplier (for the purposes of this Annex, the “*Contract Party*”) under the Compact or this Agreement, (iii) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (iv) no party other than the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

**MCC Status; Reserved Rights; Third-Party Beneficiary**

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1. *MCC Status*. MCC is a United States government corporation acting on behalf of the United States government in the implementation of the Compact. As such, MCC has no liability under this Agreement, and is immune from any action or proceeding arising under or relating to this Agreement. In matters arising under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.
2. *MCC Reserved Rights*.
  - a. Certain rights are expressly reserved to MCC under this Agreement, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.
  - b. MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Agreement.
  - c. MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government or the MCA Entity, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
  - d. Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, the MCA Entity, MCC or any other person or entity from asserting any right against the Contract Party, or relieve the Contract Party of any Liability, which such entity might otherwise have to the MCA Entity,

MCC, or any other party. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, Affiliate, contractor, agent or representative.

3. *Third-Party Beneficiary.* MCC shall be deemed to be a third party beneficiary under this Agreement.

#### Limitations on the Use or Treatment of MCC Funding.

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The use and treatment of MCC Funding in connection with the Agreement does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable Laws or United States government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

#### Procurement.

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The Contract Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in Section 3.6 of the Compact and in the Procurement Guidelines. The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

#### Reports and Information; Access; Audits; Reviews.

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1. *Reports and Information.* The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by Sections 3.8(a) and (b) of the Compact, and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact. The provisions of Section 3.8(a) and (b) of the Compact that are applicable to the Government shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)
2. *Access; Audits and Reviews.* The Contract Party shall permit such access, audits, reviews and evaluations as provided in the Compact. The provisions of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)
3. *Application to Providers.* The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other Providers in connection with the Agreement. A summary of the applicable requirements may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

#### Compliance with Anti-Corruption Legislation.

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The Contract Party shall ensure that no payments have been or will be made by such Contract Party to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Agreement in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of such Contract Party in connection with this Agreement in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

#### Compliance with Anti-Money Laundering Legislation.

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The Contract Party shall ensure that MCC Funding pursuant to this Agreement is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Contract Party, MCC, the MCA Entity, the Fiscal Agent, the Procurement Agent, or the Bank.

#### Compliance with Terrorist Financing Statutes and Other Restrictions.

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1. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac), (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on [www.sam.gov](http://www.sam.gov), or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility

Verification Procedures) that can be found on MCC's website at [www.mcc.gov](http://www.mcc.gov). The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

#### Publicity, Information and Marking.

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The Contract Party shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program Assets as goods, services, and works funded by the United States, acting through MCC, *provided*, any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Contract Party shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

#### Insurance.

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The Contract Party shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Agreement. The Contract Party shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. MCC and the MCA Entity shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Contract Party shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, services, works, *provided, however*, at MCC's election, such proceeds shall be deposited in an account as designated by the MCA Entity and acceptable to MCC or as otherwise directed by MCC.

#### Conflict of Interest.

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The Contract Party shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity,

favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time.

#### Inconsistencies.

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In the event of any conflict between this Agreement and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

#### Other Provisions

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The Contract Party shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with the Agreement.

#### Flow-Through Provisions.

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In any subcontract or subaward entered into by the Contract Party, as permitted by the Agreement, the Contract Party shall ensure the inclusion of all the provisions contained in this Annex.

**ANNEX TWO**  
**TECHNICAL SPECIFICATIONS**

**ANNEX THREE**  
**SUPPLIER'S QUOTATION**



**ANNEX FOUR**  
**REQUESTED CLARIFICATION AND RESPONSES**