

Government of Liberia  
MILLENNIUM CHALLENGE ACCOUNT LIBERIA

**REQUEST FOR QUOTATION**

**PP REF#: 4A430/EP/004-1**

**Supply and Delivery of Personal Protective Equipment for Liberia  
Electricity Corporation**

**NAME and Address of the Supplier**

**July 18, 2019**

Dear Sir/Madam,

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 (“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 and services for which details are provided below (**Annex 1**).
2. You are invited to submit your price quotation for the **Supply and Delivery of Personal Protective Equipment for Liberia Electricity Corporation**.
3. You are required to provide a quote for all items in accordance with the format contained in this Request for Quotation (RFQ). Failure to quote for all items, in the required format will render your quotation incomplete and thus non-responsive to the RFQ.
4. You must clearly state the **Model of the Goods, Country of Origin, warranty and guarantee conditions with duration** for the goods proposed. The proposed goods must have a minimum **Warranty of one (1) year** and as outlined in Annex 1 of the RFQ.
5. You must clearly state the **Warranty Conditions/Period for Replacement** of defective Goods (no later than thirty calendar days after the Contract Manager notifies the defects).
6. The Items/ Goods must be delivered to the Liberia Electricity Corporation, Bushrod Island Compound in Monrovia, Liberia in accordance with the agreed delivery schedule.

*Alex Jacob*  
18/07/19

7. You shall submit one Quote only, either individually or as a member of a joint venture. Should you submit or be involved in more than one Quotation, all of your Quotations will be rejected. In addition, no alternate quote is permitted under this RFQ.
8. 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.
9. 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.
10. Your price quotation for the requirements listed in Annex 1 of this RFQ should be submitted on or before **August 08, 2019 at 3:00 pm** Liberia time in the **format provided under Annex 2. 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 at the email address indicated in item 16.

11. 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.
12. Evaluation of offers and award of purchase order:  
  
Offers determined to be substantially responsive to the description of the technical specifications will be evaluated by comparison of quoted prices, using “shopping” procurement method in accordance with MCC Program Procurement Guidelines which are provided on the MCC website (<https://www.mcc.gov/resources/doc/program-procurement-guidelines>). A Purchase Order Agreement will be issued to the Supplier offering the total lowest evaluated quotation price that meets the required description of goods and services (Annex 1).
13. 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).
14. The Purchase Order Agreement terms and conditions are not negotiable and shall be fully accepted by the Supplier.

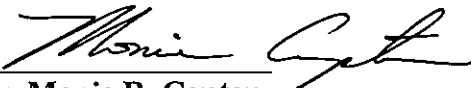
*Alex G. Davis*  
18/08/19

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 addressed and submitted to:

**MCA-Liberia**  
Attention: Procurement Agent – MCA Liberia  
2<sup>nd</sup> Floor, F & F Building  
63 United Nations Drive  
Mamba Point, Coconut Plantation  
Monrovia, Liberia  
Email: [MCALiberiaPA@cardno.com](mailto:MCALiberiaPA@cardno.com)

Yours sincerely,



**Mr. Monie R. Captan**  
CEO, MCA-Liberia

*Alen Jacob*  
12/17/19

## Annex 1

### Technical Specifications

#### Supply and Delivery of Personal Protective Equipment for Liberia Electricity Corporation

##### 1. HELMET

###### Technical Parameters:

- Shall have adjustable nape strap suspension to hold hat securely in place
- Shall have Nylon crown suspension straps
- Shall be Light weight and balanced
- Shall be made of a durable polyethylene shell
- ITEM WEIGHT: Approximately 13 ounces
- COLOUR: YELLOW & WHITE

##### 2. STEEL TOE SAFETY BOOTS

The safety boots shall be water resistant with an ASTM-rated composite toe for protection from electrical and industrial hazards. The boots shall have provision to keep feet dry inside with a full-cushion footbed for comfort.

###### FEATURES

- Non-conductive composite toe rated ASTM F2413-11 M I/75 C/75 EH
- Double Density PU Outsole Steel Toe Work Shoes with Embossed Leather
- Genuine full-grain leather
- Waterproof membrane lining
- Sturdy, flexible and classic welt construction design
- Removable double density footbed to add cushioning and stability
- Rubber/polyurethane outsole
- Lightweight nylon shank
- Oil resistant sole

*Alen Jacobs  
18/07/19*

**Standard Shoe sizes**

**Table: 2.1 - Sizes**

<b>Shoe</b>	<b>US</b>	<b>UK</b>	<b>Europe</b>
Sizes	6	5	40
	6.5	5.5	40
	7	6	41
	7.5	6.5	41
	8	7	42
	8.5	7.5	42
	9	8	43
	9.5	8.5	43
	10	9	44
	10.5	9.5	44
	11	10	45
	11.5	10.5	45
	12	11	46
	13	12	47

**3. RECHARGABLE SPOT LIGHT**

**Features**

- 25,000 Candle Power LED Spot light.
- 6-volt, 4.5 amp hour minimum, sealed.
- Built-in overcharge protection and battery condition lights.
- Bright Orange or Yellow housings.
- Neoprene-booted toggle switch.
- Chargeable from a 12-volt DC Vehicle Source.
- Shall include one battery, charger, and pivoting stand.
- Shall Operate at least 3 to 4 hours on steady beam or 6 to 8 hours intermittently on one charge.
- Dimensions: Approximately 5-1/2" Diameter x 8" L
- Weight: Approximately 4.5 lbs

**4. RECHARGABLE LED SPOTLIGHT**

- LED Pistol Grip Spotlight
- 3 Modes: High, Low, Emergency Strobe
- Rechargeable lithium ion battery
- 4 hour recharge time
- Trigger-style switch and pistol grip for easy momentary or constant on operation

*Alan Jans*  
*18/07/19*

**Output:**

Three settings:

- High-80,000 candela peak beam intensity; 300 lumens, 560 meter beam distance, 5 hour runtime
- Low-6,100 candela peak beam intensity; 25 lumens, 155 meter beam distance, 50 hour runtime
- Emergency Strobe- 35-hour runtime
- PX8 waterproof to 2 meters
- Foldable stand

**5. LED HEADLAMP**

The Argo (or its equivalent) shall feature state-of-the-art LED technology for the long life and reliability. It shall have digitally controlled brightness levels, battery indicator, a durable compact case, and rubber & elastic head straps for use with hard hats.

- Digitally controlled brightness levels:
- High – Up to 9,2500 candela (peak beam intensity), 150 lumens measured system output, 190m beam distance
- Medium – Up to 6,375 candela (peak beam intensity), 100 lumens measured system output, 160m beam distance
- Low – Up to 2,750 candela (peak beam intensity), 45 lumens measured system output, 103m beam distance.
- Pushbutton switch – hold three (3) seconds for "blink mode"
- RUN TIME:
  - High: 3 hours continuous runtime to the 10% output level.
  - Medium:4.5 hours continuous runtime to the 10% output level.
  - Low: 30 hours continuous runtime to the 10% output level.
- 90° tilting head
- Shall Include elastic head strap and rubber hard hat strap
- To be powered by "AAA" alkaline batteries
- IPX4 rated for water resistance

**6. (A) DANGER WARNING SIGNS "DANGER MEN WORKING OVERHEAD"**

It shall be in Rust-Free Aluminum, that will not chip, crack, or rust.

- THICKNESS                      0.04"
- OUTDOOR DURABILITY        5 To 7 Years
- SERVICE TEMP. RANGE        -40° To 212°F

*Allen J. ...  
1/27/19*

**(B) DANGER WARNING SIGNS "CAUTION HIGH VOLTAGE"**

It shall be in Rust-Free Aluminum, that will not chip, crack, or rust

- THICKNESS 0.04"
- OUTDOOR DURABILITY 5 To 7 Years
- SERVICE TEMP. RANGE -40° To 212°F

**(C) DANGER WARNING SIGNS "DANGER ELECTRIC SHOCK RISK"**

It shall be in Rust-Free Aluminum, that will not chip, crack, or rust

- THICKNESS 0.04"
- OUTDOOR DURABILITY 5 To 7 Years
- SERVICE TEMP. RANGE -40° To 212°F

**(D) DANGER WARNING SIGNS "DANGER KEEP OUT"**

It shall be in Rust-Free Aluminum, that will not chip, crack, or rust.

- THICKNESS 0.04"
- OUTDOOR DURABILITY 5 To 7 Years
- SERVICE TEMP. RANGE -40° To 212°F

**7. DISPOSABLE SUIT/HOOD (Suitable for Asbestos handling)**

**DuPont Proshield Basic Coveralls (or its equivalent)**

- Disposable coveralls shall be designed to be lightweight, soft and breathable for all day comfort.
- Shall protect from dirt, grime and hazardous dry particles.
- Feature elastic ankles, serged seams, with comfort fit design to allow motion.
  - Front closure zipper
  - Number of pockets No pocket
  - Size Universal
  - Hood Integrated with Suit

**8. RESPIRATOR (Suitable for Asbestos Handling)**

It shall provide protection against exposure to Asbestos fibers.

*Alex Gaudin*  
1/8/09

## 9. GLOVES

Chemical protection glove, nitrile, seamless, nylon, polyester, Cat. III, for all round work

### PROPERTIES

- High level of protection, comfortable

### SPECIFICATION/TYPE OF GLOVE

- Disposable and/or chemical resistant gloves

### LINER MATERIAL

- Seamless, nylon, polyester

## 10. DISPOSABLE SHOE COVER

- Shall be made of lightweight but high quality “CPE” material
- Shall be designed to be Non-slip shoe covers, to avoid slips and falls, with full elastic band in ankle for fit over shoes
- Covers shall contain an elastic band for flexibility, shall fit over all shoes/boots up to EU size 45.

**NB: *All products shall be new, un-used and comply with the required specifications.***

*Alen Jancic*  
18/10/19



## Annex 2

### Quotation Submission Form (to be completed by the supplier (Items 1-4))

#### Supply and Delivery of Personal Protective Equipment for Liberia Electricity Corporation

**Bidder's Name:** \_\_\_\_\_

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

#### 1. Schedule of Supply & Delivery of the Goods

Description of Goods	Supply and Delivery Date (DD) <i>(number of calendar days after the Effective Date of the Purchase Order Agreement)</i>		
	Earliest DD	Latest DD	Suppliers DD
Supply and Delivery of Personal Protective Equipment for Liberia Electricity Corporation	30 days after the Effective Date of the Purchase Order Agreement	60 days after the Effective Date of the Purchase Order Agreement	

#### 2. Replacing Defective Goods

Waiting Period for Replacing Defective Goods			
No.	Requirement of Replacement	Requirement	Supplier's Proposed Replacement Time
1	Period (calendar days) for replacement of faulty products/goods	Thirty (30) calendar days maximum	

*Alex J. Davis*  
28/07/15

### 3. Quotation Price

Item	Description of Goods	Country of Origin	Warranty & Guarantee Duration (1 year Minimum)	Quantity (Numbers)	Unit Price USD	Total Price Excluding GST/VAT USD	GST/VAT USD	Total Amount including GST/VAT USD
1	Helmet ((35 yellow and 40 white)			75				
2	<b>Steel Toe Safety Boots – 75 pairs (European Size)</b>							
	a. EU size 39			3				
	b. EU size 40			18				
	c. EU size 41			6				
	d. EU size 42			21				
	e. EU size 43			18				
	f. EU size 44			6				
	g. EU size 45			3				
3	Rechargeable Spot Lights			10				
4	Rechargeable Led Spotlights			10				
5	Led Headlamps			30				
6	Danger Warning Signs			30				
7	Disposable Suit/Hood (Asbestos)			30				
8	Respirator (Asbestos)			10				
9	<b>Gloves (Total 30 pairs)</b>							
	a. Size 9			20				
	b. Size 10			10				
10	Disposable Shoe Cover (Asbestos) - (EU size - 45)			30				
<b>GRAND TOTAL</b>								

#### Important information for bidders:

1. Quote the rate for the item. Any tax and duties to be paid should be stated separately in the space provided.
2. The unit rate of the item must include all costs like freight, loading, unloading, insurance of goods up to the final destination point of delivery and the cost of delivery to final destination as well. The cost of delivery will not be paid separately.
3. The currency of the quotation should be US Dollars.
4. Please provide the warranty or Guaranty details clearly.
5. Day means a calendar day and Week equals 7 Days.

*Alvin Law  
187 077 19*

6. Please quote the delivery duration you are proposing to deliver the goods and services.
7. The supplier has three days (3) to sign the Purchase Order Agreement from the date of receipt.

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

Our Quotation is valid for 90 days from the date of Submission.

We are attaching herewith the documentary proof in support as authorization for the person signing the quotation (**Attached 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 with Date: \_\_\_\_\_

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

*Abulhasan  
20/07/19*

#### 4. Supplier's Proposed Technical Specifications

**SUPPLIER'S TECHNICAL SPECIFICATIONS (TO BE COMPLETED BY THE SUPPLIER)**

**SUPPLIERS ARE REQUIRED TO PRESENT THEIR PROPOSED TECHNICAL DATA AGAINST THE PURCHASER'S REQUIREMENTS UNDER ANNEX 1. THE BIDDER MUST COMPLY WITH EACH OF THE REQUIREMENTS TO BE CONSIDERED FOR PRICE COMPARISON.**

**All products shall be new, un-used and of current model year manufacture**

**NOTE:** Suppliers must fill in their specification in the right-hand column, showing how their proposed specifications satisfy each technical requirement. **Manufacturer's brochures and other technical documentation shall also be submitted by the Supplier.**

The words "*Comply*", "*Confirm*", or "*Same As*", will not be accepted. A clear explanation of the Supplier's Specifications is required. All goods proposed must be of international standard.

(The following Technical Data Tables must be completed by the Supplier and submitted with the Quotation Submission Form)

#### Technical Data Tables:

Item	Purchaser's Requirement	Supplier's Offer
<p style="text-align: center;">Helmut</p>	<ul style="list-style-type: none"> <li>• Shall have adjustable nape strap suspension to hold hat securely in place</li> <li>• Shall have Nylon crown suspension straps</li> <li>• Shall be Light weight and balanced</li> <li>• Shall be made of a durable polyethylene shell</li> <li>• ITEM WEIGHT: Approximately 13 ounces</li> <li>• COLOUR: YELLOW &amp; WHITE</li> </ul>	
<p style="text-align: center;">Steel Toe safety Boots</p>	<p>The safety boots shall be water resistant with an ASTM-rated composite toe for protection from electrical and industrial hazards. The boots shall have provision to keep feet dry inside with a full-cushion footbed for comfort.</p> <p><b>FEATURES</b></p> <ul style="list-style-type: none"> <li>• Non-conductive composite toe rated ASTM F2413-11 M I/75 C/75 EH</li> <li>• Double Density PU Outsole Steel Toe Work Shoes with Embossed Leather</li> <li>• Genuine full-grain leather</li> <li>• Waterproof membrane lining</li> </ul>	

*Handwritten signature*  
18/07/19

Item	Purchaser's Requirement	Supplier's Offer
	<ul style="list-style-type: none"> <li>• Sturdy, flexible and classic welt construction design</li> <li>• Removable double density footbed to add cushioning and stability</li> <li>• Rubber/polyurethane outsole</li> <li>• Lightweight nylon shank</li> <li>• Oil resistant sole</li> </ul>	
Rechargeable spot Light	<ul style="list-style-type: none"> <li>• 25,000 Candle Power LED Spot light.</li> <li>• 6-volt, 4.5 amp hour minimum, sealed.</li> <li>• Built-in overcharge protection and battery condition lights.</li> <li>• Bright Orange or Yellow housings.</li> <li>• Neoprene-booted toggle switch.</li> <li>• Chargeable from a 12-volt DC Vehicle Source.</li> <li>• Shall include one battery, charger, and pivoting stand.</li> <li>• Shall Operate at least 3 to 4 hours on steady beam or 6 to 8 hours intermittently on one charge.</li> <li>• Dimensions: Approximately 5-1/2" Diameter x 8" L</li> <li>• Weight: Approximately 4.5 lbs</li> </ul>	
Rechargeable LED spot Light	<ul style="list-style-type: none"> <li>• LED Pistol Grip Spotlight</li> <li>• 3 Modes: High, Low, Emergency Strobe</li> <li>• Rechargeable lithium ion battery</li> <li>• 4 hour recharge time</li> <li>• Trigger-style switch and pistol grip for easy momentary or constant on operation</li> </ul> <p><b>Output:</b></p> <p>Three settings:</p> <ul style="list-style-type: none"> <li>- High-80,000 candela peak beam intensity; 300 lumens, 560 meter beam distance, 5 hour runtime</li> <li>- Low-6,100 candela peak beam intensity; 25 lumens, 155 meter beam distance, 50 hour runtime</li> <li>- Emergency Strobe- 35-hour runtime</li> </ul> <ul style="list-style-type: none"> <li>• PX8 waterproof to 2 meters</li> <li>• Foldable stand</li> </ul>	
LED Head lamp	The Argo (or its equivalent) shall feature state-of-the-art LED technology for the long life and reliability. It shall have digitally controlled brightness levels, battery	

*Alvin Jones*  
10/27/19

Item	Purchaser's Requirement	Supplier's Offer
	<p>indicator, a durable compact case, and rubber &amp; elastic head straps for use with hard hats.</p> <ul style="list-style-type: none"> <li>• Digitally controlled brightness levels:</li> <li>• High – Up to 9,2500 candela (peak beam intensity), 150 lumens measured system output, 190m beam distance</li> <li>• Medium – Up to 6,375 candela (peak beam intensity), 100 lumens measured system output, 160m beam distance</li> <li>• Low -- Up to 2,750 candela (peak beam intensity), 45 lumens measured system output, 103m beam distance.</li> <li>• Pushbutton switch – hold three (3) seconds for "blink mode"</li> <li>• RUN TIME: <ul style="list-style-type: none"> <li>- High: 3 hours continuous runtime to the 10% output level.</li> <li>- Medium:4.5 hours continuous runtime to the 10% output level.</li> <li>- Low: 30 hours continuous runtime to the 10% output level.</li> </ul> </li> <li>• 90° tilting head</li> <li>• Shall Include elastic head strap and rubber hard hat strap</li> <li>• To be powered by "AAA" alkaline batteries</li> <li>• IPX4 rated for water resistance</li> </ul>	
<p>Danger Warning Signs</p>	<p>It shall be in Rust-Free Aluminum, that will not chip, crack, or rust.</p> <ul style="list-style-type: none"> <li>• THICKNESS 0.04"</li> <li>• OUTDOOR DURABILITY 5 To 7 Years</li> <li>• SERVICE TEMP. RANGE -40° To 212°F</li> </ul>	
<p>Disposable Suit/Hood</p>	<p><b>DuPont Proshield Basic Coveralls (or its equivalent)</b></p> <ul style="list-style-type: none"> <li>• Disposable coveralls shall be designed to be lightweight, soft and breathable for all day comfort.</li> <li>• Shall protect from dirt, grime and hazardous dry particles.</li> <li>• Feature elastic ankles, serged seams, with comfort fit design to allow motion. <ul style="list-style-type: none"> <li>- Front closure zipper</li> </ul> </li> </ul>	

*Handwritten signature and date:*  
20/07/19

Item	Purchaser's Requirement	Supplier's Offer
	<ul style="list-style-type: none"> <li>- Number of pockets No pocket</li> <li>- Size Universal</li> <li>- Hood Integrated with Suit</li> </ul>	
Respirator	It shall provide protection against exposure to Asbestos fibers.	
Gloves	<p>Chemical protection glove, nitrile, seamless, nylon, polyester, Cat. III, for all round work</p> <p><b>PROPERTIES</b></p> <ul style="list-style-type: none"> <li>• High level of protection, comfortable</li> </ul> <p><b>SPECIFICATION/TYPE OF GLOVE</b></p> <ul style="list-style-type: none"> <li>• Disposable and/or chemical resistant gloves</li> </ul> <p><b>LINER MATERIAL</b></p> <ul style="list-style-type: none"> <li>• Seamless, nylon, polyester</li> </ul>	
Disposable Shoe Cover	<ul style="list-style-type: none"> <li>• Shall be made of lightweight but high quality "CPE" material</li> <li>• Shall be designed to be Non-slip shoe covers, to avoid slips and falls, with full elastic band in ankle for fit over shoes</li> <li>• Covers shall contain an elastic band for flexibility, shall fit over all shoes/boots up to EU size 45.</li> </ul>	

*Alan Jacobs*  
18/09/19

## Annex 3

### PURCHASE ORDER AGREEMENT

**SPECIFIC TERMS OF THIS PURCHASE ORDER AGREEMENT:**

- 1) In accordance with your quotation dated [INSERT DATE] with the reference number [insert reference number], you are required to supply to MCA-Liberia (the “Purchaser”) the items as detailed below (the “Goods”):

Item #	Description of Goods	Country of Origin	Warranty & Guarantee Duration (Year Minimum)	Quantity (Numbers)	Unit Price USD	Total Price Excluding GST/VAT USD	GST/VAT USD	Total Amount including GST/VAT USD
1	Helmet ((35 yellow and 40 white)			75				
2	Steel Toe Safety Boots – 75 pairs (European Size)							
	h. EU size 39			3				
	i. EU size 40			18				
	j. EU size 41			6				
	k. EU size 42			21				
	l. EU size 43			18				
	m. EU size 44			6				
	n. EU size 45			3				
3	Rechargeable Spot Lights			10				
4	Rechargeable Led Spotlights			10				
5	Led Headlamps			30				
6	Danger Warning Signs			30				
7	Disposable Suit/Hood (Asbestos)			30				
8	Respirator (Asbestos)			10				
9	Gloves (Total 30 pairs)							
	c. Size 9			20				
	d. Size 10			10				
10	Disposable Shoe Cover (Asbestos) - (EU size - 45)			30				
<b>GRAND TOTAL</b>								

*Alan Jacobs*  
18/07/19



- 2) **Purchase Order Sum:** The Purchase Order Sum owed to the Supplier is the Total Price of [INSERT AMOUNT], 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 [INSERT AMOUNT] 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, drawings, 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 purposed for which the Goods were purchased. The warranty period is [INSERT AMOUNT] year (the "Warranty Period") as of the date of the 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 [INSERT AMOUNT] calendar days, as of the date the Purchaser notifies the Supplier of the defect, for the Supplier to replace the defective goods. The Warranty Document shall be signed and stamped by the Supplier's Authorized Representative as named in Article Eight (8). 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) **Shipping and Documentation:** Once the Goods are shipped, the Supplier must immediately notify the Purchaser of the date and time of the shipment of the Goods along with the expected date and time of arrival at the Delivery Point, as defined in Clause 6. The Supplier shall ensure that the Goods are adequately protected from damage and deterioration during shipment. Any of the Goods that are damaged during shipment shall constitute grounds for rejection.
- 6) **Delivery Point:** The supplier is responsible for the delivery of the items to Liberia Electricity Corporation, Bushrod Island Compound, Monrovia including all costs and customs clearance within the Purchase Order Sum. The Goods are to be delivered to the following address of LEC.

**Liberia Electricity Corporation**  
Bushrod Compound  
United Nations Drive  
New Kru Town  
Monrovia  
Liberia

The Supplier shall deliver all Goods prior to the aforementioned due date and at the Delivery Point specified in this Purchase Order Agreement. If the Goods are incorrectly delivered, the Supplier will be responsible for any additional expense incurred in delivering

*Aleng Jamb  
18/07/19*

them to their correct destination. The delivery will not be deemed completed until the Supplier has complied in full with the shipping and delivery requirements detailed in this Purchase Order Agreement.

- 7) **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:

**Tshaka E. Dennis, PE**  
Deputy Chief Executive Officer  
MILLENNIUM CHALLENGE ACCOUNT LIBERIA  
F & F Building, 2<sup>nd</sup> Floor  
63 United Nations Drive  
Mamba Point, Coconut Plantation  
Monrovia  
Liberia  
Email: [dennist@mca.gov.lr](mailto:dennist@mca.gov.lr)

**Nicholas Dikenah**

Monitoring & Evaluation Director  
Email: [dikenahn@mca.gov.lr](mailto:dikenahn@mca.gov.lr)

Purchaser may, in writing, designate an additional Purchase Order Manager.

For Supplier : [INSERT CONTACT INFORMATION]

Email: [INSERT EMAIL ADDRESS]

- 8) **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: **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: [dikenahn@mca.gov.lr](mailto:dikenahn@mca.gov.lr))

*Monie R. Captan*  
1/27/2019

To Supplier : [INSERT CONTACT INFORMATION]

Email: [INSERT EMAIL ADDRESS]

9) **Payment Condition:** Purchaser shall be obligated to pay 100% of the Purchase Order Sum **within thirty (30) calendar days** of the date of its Acceptance Letter. The following documentation are necessary for Purchaser to make payment:

- i). An original and two copies of the Invoice;
- ii). A delivery note evidencing receipt of the Goods (MUST be signed and stamped by MCAL's Purchase Order Manager showing proof of delivery under the terms of this Purchase Order Agreement);
- iii). Warranty Document
- iv). The Acceptance Letter

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

10) **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 made payable to [INSERT PAYEE].

11) **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 "P.I.A."), 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,

*Alexis Russ*  
1/8/2019

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 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.

- 12) **Insurance:** The Supplier shall provide insurance at its sole expense and responsibility covering 110% of the total value of the Goods from "warehouse to warehouse" on an "All Risks" basis, including War Risks and Strikes. The Supplier shall name the Purchaser as the sole beneficiary of the insurance. Once purchased, the Supplier shall provide the Purchaser with a copy of the insurance.
- 13) **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.
- 14) **Termination:** If the Supplier, in the judgment of the Purchaser or MCC, fails to perform its obligations relating to the use of funds set out in **Appendix A**, Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Supplier repay any and all funds so misused within a maximum of thirty (30) days after termination.

If the Supplier fails to deliver or perform any or all of the Goods or Related Services within the period specified in this Agreement, or within any extension thereof granted by the Purchaser. Termination under this provision shall become effective immediately upon the expiration of thirty (30) days after delivery of the notice of termination or such later date as may be specified by the Purchaser. In the event the Purchaser terminates this Purchase Order Agreement in whole or in part, pursuant to this sub-paragraph, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of this Purchase Order Agreement to the extent not terminated.

If the Supplier does not remedy a failure to perform any of its other obligation under this Agreement (other than a failure contemplated in the above sub-paragraphs) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the Purchaser. Termination under this provision shall become

*Handwritten signature and date:*  
1/16/19

effective immediately upon the expiration of the thirty (30) days or such later date as may be specified by the Purchaser.

If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of its obligations for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Purchaser.

If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 30 below. Termination under this provision shall become effective upon the expiration of thirty (30) days after deliver of the notice of termination or on such later date as may be specified by the Purchaser.

If the Supplier (or any Subcontractor or any of their respective personnel), in the judgment of the Purchaser, has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices in competing for or in the performance of this Contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.

- 15) **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.
- 16) **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 Purchaser's Acceptance Letter.
- 17) **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.
- 18) **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 or Letter of Acceptance.

*Handwritten signature:*  
Rajiv G. Jaiswal  
12/17/16

- 19) **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 ten (10) 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 sixty (60) calendar days, the other party against whom force majeure was invoked may, without liability on its part, terminate this Purchase Order Agreement.
- 20) **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..
- 21) **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.
- 22) **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.
- 23) **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.
- 24) **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.
- 25) **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.
- 26) **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.

*Alexandra  
10/10/19*

- 27) **Annex:** The Annexes to this Purchase Order Agreement constitute an integral part of this Agreement.
- 28) **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.
- 29) **Anti-Trafficking in Persons:** MCC has a zero-tolerance policy about 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.
- 30) **Settlement of Disputes:** The Purchaser and the Supplier shall use their best efforts to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement. If the Parties fail to resolve any disagreement or dispute within thirty (30) days after the receipt by one Party of the other Party’s request for such resolution, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration conducted in accordance with the UNCITRAL rules for arbitration as in force as of the Effective Date of this Purchase Order Agreement. The location of the arbitration shall be New York, New York or such other location within the United States as may be mutually agreed. Notwithstanding any reference to arbitration herein:
- a. the Parties shall continue to perform their respective obligations under the Purchase Order Agreement unless they otherwise agree; and
- b. the Purchaser shall pay the Supplier any monies due the Supplier.
- 31) **Governing Law:** 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.
- 32) **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.

*Handwritten signature and date:*  
15/10/19

33) **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**

.....  
**[INSERT NAME]**  
**[INSERT TITLE]**

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

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

*Blanca*  
*18/07/19*



## 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

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.

*Blumharts*  
1870/18

- 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.

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.

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.

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 Millennium Challenge Corporation (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

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11/16/19

may be found on the Millennium Challenge Corporation (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 Millennium Challenge Corporation (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.

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.

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.

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.

*Alamy Jacobs*  
157 07/19

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.

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.

*Sherry Ann  
10/20/07*

#### Insurance.

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.

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.

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

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.

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.

*Alex Jacob*  
12/10/19

ANNEX TWO  
TECHNICAL SPECIFICATIONS

*Oliver Jacobs*  
*18/08/19*

**ANNEX THREE**  
**[INSERT SUPPLIER'S NAME] Quotation**

*Henry Jones*  
*18/07/19*