

ROYAUME DU MAROC



PRESIDENCE DU GOUVERNEMENT

**REQUEST FOR PROPOSALS**  
**RFP/SCG/GOM/QCBS/02**

***LES SERVICES DU CHEF DE GOUVERNEMENT (SCG), CHARGES DU  
COMPACT II / MCA-MOROCCO***

On Behalf of:

**THE GOVERNMENT OF THE KINGDOM OF MOROCCO**

Funded by

**THE UNITED STATES OF AMERICA**

Through

**THE MILLENNIUM CHALLENGE CORPORATION**

**PROCUREMENT OF FISCAL AGENT SERVICES**

**Date: August 5, 2015**

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## Letter of Invitation for Proposals

### Re: Procurement of Fiscal Agent Services for MCA-Morocco II

#### RFP/MCA/GOM/QCBS/02

1. The Government of the Kingdom of Morocco (the “**Government**” or **GoM**) has been declared eligible for a poverty reduction grant from the Millennium Challenge Corporation (“**MCC**”), a United States government agency. In connection therewith, the Government has submitted Concept Papers to MCC, which pending the successful outcome of due diligence, and the availability of funds, would result in a Compact between the Government and MCC pursuant to which MCC would provide a five year, multimillion dollar poverty reduction grant to the Government (a “**Compact**”). Pursuant to Section 609(g) of the Millennium Challenge Act, as amended, MCC and the Government have executed an agreement (the “**609(g) Agreement**”) dated as of May 5, 2015 wherein MCC has provided the Government a grant (the “**609(g) Grant**”) to support the development and implementation of a Compact. Subject to the terms and conditions of the Compact, the Agreement, and the availability of funds, the Government intends to use a portion of the funds provided through the Agreement and the Compact to fund professional fiscal agent services from a firm/organization (“**Fiscal Agent**” or “**Consultant**”) to assist the Government with the management of implementing the Compact program in a transparent and fiscally sound manner, all in accordance with the terms and conditions set forth in a Fiscal Agent Agreement (“**Fiscal Agent Agreement**”), a form of which is attached to this Request for Proposals (“**RFP**”) in Section 5.
2. The goal of the Compact will be poverty reduction through private sector led economic growth. The Compact programs currently being evaluated may result in a grant of up to approximately four hundred and fifty million United States Dollars (\$450,000,000). The Compact will focus on the following projects:<sup>1</sup>

The proposed projects under the Compact include:

( *a*) **Education and Training for Employability Project:** The proposed Project aims to increase the employability and employment rate of Moroccan youth by improving the quality, relevance, and equitable access to secondary education and workforce development programs in target regions in response to private sector needs.

➔ **Secondary Education:** The objective of this activity is to demonstrate a cost-effective, sustainable, and scalable model of 21<sup>st</sup> Century Schools for delivering quality and

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<sup>1</sup> The projects described in this section are under review and subject to change in their entirety. The projects contained in the Compact may differ from those described herein. The Compact would provide definition and direction to the scope of actual work to be accomplished.

relevant secondary education focused on employability competencies. For students, this will result in improved employability through increased academic achievement as well as the acquisition of foundational soft, information and communication technology, and language skills. Results will be measured through improved test scores (both traditional rigorous competency tests and measures of soft skills). Equitable access will be measured mainly through reduction in drop-outs, especially for girls in rural areas and for vulnerable youth in urban areas.

- ➔ **Workforce Development:** The objective of this activity is to 1) increase the employability and employment rate of Moroccan youth by improving the quality, relevance, and equitable access to technical training programs that respond to private sector needs; 2) provide effective, inclusive employment services to help unemployed or economically inactive women and unemployed, at-risk urban/peri-urban youth obtain quality jobs; and 3) support the operationalization of a labor market observatory to provide a broad range of stakeholders with dynamic labor market information to improve data-driven decision-making.

**(b) Land Productivity Project:** The proposed Project will increase land productivity and investment in Morocco by enabling rural and industrial land markets to better respond to investor demand and modernizing the legal, regulatory, and procedural frameworks related to land and property rights.

- ➔ **Governance:** The objective of the Governance Activity is to support the GoM in developing a land productivity strategy to guide reform and strengthen the legal, regulatory, procedural, and institutional building blocks necessary to respond to governance and land market constraints.
- ➔ **Rural Land:** The objective of the Rural Land Activity is to increase rural productivity by developing and piloting more efficient and inclusive procedures for converting collective land to private ownership (hereinafter “*melkisation*”) that can be implemented within three years or less, and can be replicated by the GoM in the *melkisation* of the remaining two million HA of arable collective land.
- ➔ **Industrial Land:** The objective of the Industrial Land Activity is to transform the way the GoM brings industrial land to market, from a state- to a market-driven approach. By developing GoM expertise and using public-private partnerships (PPPs) for industrial development, the activity seeks to foster private sector participation in the development and management of zones to ensure that such development and management responds to private sector demand and meets the needs of enterprises in terms of location, land offering, infrastructure and services.

3. The Government has designated the *Les Services du Chef du Gouvernement (SCG), chargés du Compact II* to oversee and develop Morocco's second Compact under the Millennium Challenge Account. The Government is represented in issuing this RFP by the SCG pending the establishment of MCA-Morocco II. Accordingly, the SCG may execute the Procurement Agent Agreement on behalf of the Government if MCA-Morocco II is not yet established at the time of contract award. Once MCA-Morocco II is established and designated to serve as the accountable entity for Compact implementation purposes, the Fiscal Agent Agreement will be transferred to such entity upon its designation through its signature to the Fiscal Agent Agreement. Prior to establishment of MCA-Morocco II (or any such successor to the MCA-Morocco II), any references to actions taken or rights received by MCA-Morocco II in this RFP, including in the Form of Contract, shall be taken or received by the SCG, on behalf of the Government, and any references herein to "MCA-Morocco II" shall be deemed to mean the SCG during this period. Following the establishment of MCA-Morocco II (or any such successor) and its duly-authorized signature of the Fiscal Agent Agreement, MCA-Morocco II (or such successor, as the case may be) would replace the SCG as party to the Fiscal Agent Agreement. All rights and responsibilities of the SCG under the Fiscal Agent Agreement would have been deemed assigned to and assumed by such successor, and all references in the Fiscal Agent Agreement to the SCG would be deemed references to such successor.<sup>4</sup>
4. This RFP follows the Specific Procurement Notice that appeared in dgMarket, UNDB Online and SCG website on July 31, 2015, and the local newspapers: *Le Matin et les ECO on August 4, 2015*.
5. The SCG on behalf of the Government now invites proposals to provide Fiscal Agent services referenced above ("**Proposals**"). More details on these services are provided in the Terms of Reference at Section 6 of this RFP.
6. This RFP is open to all eligible entities or persons ("**Consultants**") who wish to respond. Consultants may only associate with each other in the form of a joint venture or in a sub-consultancy agreement to complement their respective areas of expertise to enhance their capacity to carry out the assignment successfully and so long as any association is otherwise formed in accordance with the terms of the RFP.
7. The Fiscal Agent services, and the contract expected to be awarded, are required for a fixed price **one (1) year base period** and **five (5) fixed price option periods** payable in U.S. dollars. The services to be performed under this proposed contract are expected to start as soon as practicable after the signing of the Compact. The base period will be for the first twelve (12) months period; option periods will be for twelve (12) months each.

However, the final option period may be more or less than twelve (12) months and will include an up to 120-day period after the expiration of the Compact and as may be determined by MCA-Morocco II and MCC in accordance with the terms of the Fiscal Agent Agreement. For purposes of preparing proposals, bidders should assume that the final Option Period will be 12 months and fees will be paid on a pro-rated basis if for a duration other than 12 months.

8. A Consultant will be selected under the QCBS method, the evaluation procedure for which is described in sections of the RFP in accordance with “MCC Program Procurement Guidelines” which are provided on the MCC website: [www.mcc.gov](http://www.mcc.gov).

9. The RFP Document includes the following Sections:

**Section 1 Instructions to Consultants**

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

**Section 2 Proposal Data Sheet**

This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Consultants.

**Section 3 Qualification and Evaluation Criteria**

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

**Section 4A Technical Proposal Forms**

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

**Section 4B Financial Proposal Forms**

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

**Section 5 Contract Form:**

Form of Contract with the following Exhibits:

Exhibit A	Description of Fiscal Agent Services
Exhibit B	Staffing and Subcontractor Plan
Exhibit C	Fees
Exhibit D	Definitions

**Section 6 Terms of Reference**

This section includes the detailed Terms of Reference for this procurement that describe the nature, tasks and duties of the consultant services to be procured.

10. Consultants interested in submitting a Proposal must register their interest by sending an e-mail, giving full contact details of the Consultant, to:

M. Abdelghni LAKHDAR,  
National Coordinator,  
Les Services du Chef du Gouvernement(SCG), chargés du Compact II / MCA-Morocco  
Annexe de la Présidence du Gouvernement. Avenue Allal EL FASSI- Madinat AL IRFAN  
Hay Riad, 3<sup>ème</sup> étage, Bureau n°321, Rabat- Maroc-  
Email:[lakhdar@cg.gov.ma](mailto:lakhdar@cg.gov.ma) and must be copied to [procurement@cg.gov.ma](mailto:procurement@cg.gov.ma)

Tél (+212) 0537 21 38 38 / Fax: (+212) 0537-77-88-26

Registration will be completed when a potential Consultant receives a registration number **and anRFP** from **SCG**. Upon receipt of a registration number and RFP please inform us in writing, or by electronic mail, at the address above:

- (a) that you received the Registration Number; and
  - (b) you intend to submit a proposal alone or in association.
11. The closing time for receipt of Proposals is **September 11, 2015 at 10:00 a.m.** local time in **Rabat, Morocco**. Proposals received after this time and date shall not be considered and will be returned unopened. Consultants should be aware that distance and customs formalities may require longer than expected delivery time.

**Interested Consultants are strongly advised to read all sections of this document, including the Terms of Reference and the Form of Contract, and to seek clarification during the solicitation period for this procurement. The SCG and MCC shall not entertain any requests for changes to this document subsequent to the submission of Technical and Financial proposals.**

## **Section 1      Instructions to Consultants**

### **Definitions**

- (a) “609(g) Grant” means the grant provided by MCC to the Government to develop and facilitate implementation of a Compact.
- (b) “609(g) Agreement” means the agreement between MCC and the Government dated as of May 5, 2015 pursuant to which MCC provides the 609(g) Grant to the Government.
- (c) “Associate” means any entity or person with whom the Consultant associates in order to provide any part of the Services.
- (d) “Compact” means a Millennium Challenge Compact setting forth the terms and conditions of a poverty reduction grant in Morocco that will be executed only upon successful consideration of a poverty reduction grant proposal submitted to MCC by the Government, including an investment decision by MCC’s board of directors, and availability of funds.
- (e) “CIF” means Compact implementation funding made available under the Compact to facilitate certain aspects of Compact implementation, as described more fully in the Compact.
- (f) “Confirmation” means confirmation in writing.
- (g) “Consultant” means any entity or person that may provide or provides the Services to the MCA-Morocco II under the Contract.
- (h) “Contract” means the contract proposed to be entered into between the MCA-Morocco II and the Consultant, including all attachments, appendices, and all documents incorporated by reference therein, a form of which is included in Section 5 of this RFP. As used in the RFP the terms ‘Contract’ and ‘Fiscal Agent Agreement’ are interchangeable.
- (i) “Day” means a calendar day.
- (j) “FBS” means Fixed Budget Selection method.
- (k) “Financial Proposal” has the meaning given the term in ITC Sub-Clause 3.6.
- (l) “Fiscal Agent” means any entity or person that provides the services to MCA-Morocco II under the terms of the Fiscal Agent Agreement.
- (m) “Fiscal Agent Agreement” means the contract in form and substance substantially similar to the proposed Form of Contract attached to this RFP, together with all attached documents referenced therein that, subject to the availability of funds under such

Compact or 609(g) Agreement, may be signed by the parties. As used in the RFP the terms ‘Contract’ and ‘Fiscal Agent Agreement’ are interchangeable.

- (n) “Fraud and Corruption” has the meaning given at ITC Clause 1.11.
- (o) “General Provisions Annex” means MCC’s “Annex A: Additional Provisions” of the Standard Bidding Document Form of Contract for Procurement of Large Works without Pre-qualification which may be found on the MCC website at <https://www.mcc.gov/pages/business/guidelines>.
- (p) “Government” means the Government of the Kingdom of Morocco (GoM).
- (q) “Instructions to Consultants” or “ITC” means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals.
- (r) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (s) “Key Professional Personnel” means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (t) “LCS” means Least Cost Selection method.
- (u) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the SCG to those Consultants that register with SCG prior to submitting a Proposal.
- (v) “MCA-Morocco II” (or “MCA-Entity”) means the legal entity to be established by the Government to oversee implementation of the Compact. If established prior to execution of the Contract, MCA-Morocco II may be the entity with which the selected Consultant signs the Contract. Otherwise, the SCG will sign the Contract pending establishment of MCA-Morocco II. For the avoidance of doubt, any reference in this RFP to “*MCA-Morocco II*” will be deemed a reference to the SCG, until such time as MCA-Morocco II is established and designated to implement the Government’s responsibilities under the Compact.
- (w) “MCA-MIS” means the management information system, including both accounting and procurement modules, as described in Section 6 of this RFP.
- (x) “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (y) “MCC Funding” shall mean any amount, expressed in United States Dollars, that MCC may grant to the Government pursuant to the Compact or the 609(g) Agreement to help the Government implement the Program, as defined in the Compact, and the 609(g) Agreement.

- (z) “MCC Program Procurement Guidelines” means the principles, rules and procedures that shall govern the conduct and administration by MCA-Morocco II of the procurement of goods, works and services (consultant and non-consultant) that need to be acquired to implement the Compact funded projects.
- (aa) “MCC Cost Principles” shall mean the *Cost Principles for Accountable Entity Operations* as posted at [www.mcc.gov](http://www.mcc.gov).
- (bb) “PDS” means the Proposal Data Sheet, in Section 2 of this RFP, used to reflect specific country and assignment conditions.
- (cc) “Personnel” means professionals and support staff provided by the Consultant, or by any Sub-Consultants, or associates that are assigned to perform the Services or any part thereof.
- (dd) “Pre-Proposal Meeting” means the pre-proposal meeting specified in the **PDS**, if any.
- (ee) “Program” means the poverty reduction program set forth in the Compact.
- (ff) “Program Implementation Agreement” means the Program Implementation Agreement entered into or to be entered into between the Government and MCC (on behalf of the United States Government), which sets forth, among other things, the implementation arrangements, including fiscal accountability and disbursement mechanisms, for the implementation of the Program.
- (gg) “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.
- (hh) “QBS” means Quality-Based Selection method.
- (ii) “QCBS” means Quality and Cost-Based Selection method.
- (jj) “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the SCG for the selection of the Consultant.
- (kk) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (ll) “Supplemental Agreement” means any agreement or contract executed for purposes of implementing the Compact.
- (mm) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (nn) “Taxes” means any existing or future taxes, duties, levies, contributions or similar charges of or imposed in Morocco (including any such Taxes imposed by a national, regional, local or other governmental or taxing authority of or in Morocco) and including, inter alia, value added and other transfer taxes, profit and income taxes, property and ad

- valorem taxes, and import and export duties and taxes (including for goods imported and re-exported for personal use), withholding taxes and payroll taxes.
- (oo) “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued.
  - (pp) “Technical Proposal” has the meaning given the term in ITC Sub-Clause 3.4
  - (qq) “Terms of Reference” or “TOR” means the document included in this RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the SCG and the Consultant, and expected results and deliverables of the assignment.
  - (rr) TIP” has the meaning given to the term in ITC Clause 1.19.
  - (ss) “SCG” means the *Services du Chef du Gouvernement chargés du Compact II*, a Morocco Government department, acting on behalf of the Government of Morocco. SCG may execute the Contract on behalf of the Government if MCA-Morocco II is not established at the time of Contract award. For the avoidance of doubt, any reference in this RFP to “MCA-Morocco II” will be deemed a reference to the SCG, until such time as MCA-Morocco II is established and designated to implement the Government’s responsibilities under the Compact.

## 1. Introduction

- 1.1 The Government has submitted a proposal to MCC to receive a grant for a five-year program to reduce poverty through economic growth in Morocco. The proposal is currently under consideration by MCC. While MCC considers the proposal, MCC has provided the Government a 609(g) Grant to develop a Compact that would set forth the terms and conditions of a poverty reduction grant based on the proposal. It is anticipated that the Compact will be executed upon successful consideration of the proposal, including an investment decision by MCC’s board of directors, and availability of funds.
- 1.2 MCC Compact documents typically provide for three key entities to be involved in fiscal accountability. First, Compacts provide for an **accountable entity** that has authority to oversee a Compact’s poverty reduction program and its components, allocate resources, oversee and implement a financial plan, approve expenditures and procurements, and be accountable for MCC program results. Second, a Compact requires a **fiscal agent** for MCC funded activity that is responsible for certain aspects of financial operations (e.g., funds control). Third, a **procurement agent** undertakes responsibility for the management of all matters related to procurement in the timeframe of the MCC Compact program. The expected scope of services of the Fiscal Agent is set forth in detail in the Terms of Reference found at Section 6 of this RFP.

- 1.3 The SCG, as named in the **PDS** will select a Consultant in accordance with the selection method specified in the **PDS**.
- 1.4 Throughout this RFP, except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 1.5 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the **PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.6 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a Pre-Proposal Meeting if one is specified in the **PDS**. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory. Attending any Pre-Proposal Meeting and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals.
- 1.7 The SCG will timely provide, at no cost to the Consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a Consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.
- 1.8 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation.
- 1.9 The SCG is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any Consultant.

#### Conflict of Interest

- 1.10 The SCG requires that Consultants provide professional, objective, and impartial advice and at all times hold the SCG interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.
  - 1.10.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

#### Conflicting Activities

- (a) A Consultant that has been engaged by MCA-Morocco II to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

#### Conflicting Assignments

- (b) A Consultant (including its associates, if any, its Personnel and Sub-Consultants, and any of its affiliates) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for MCA-Morocco II or for another client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question.

#### Conflicting Relationships

- (c) A Consultant (including its associates, if any, its Personnel and Sub-Consultants, and any of its affiliates) that has a business or family relationship with a member of MCA-Morocco II's Board of Directors or MCA-Morocco II staff, or with the Fiscal Agent and/or Procurement Agent (as defined in the Compact or related agreements) hired by MCA-Morocco II who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC and MCA-Morocco II throughout the selection process and the execution of the Contract.

1.10.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MCA-Morocco II, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.

- 1.10.3 No member of MCA-Morocco II's Board of Directors or current employees of MCA-Morocco II or SCG shall work as, or on behalf of, any Consultant.
- 1.10.4 No current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments, or agencies.
- 1.10.5 Recruiting former MCA-Morocco II or Government employees to work for their former ministries, departments, or agencies is acceptable provided no conflict of interest exists.
- 1.10.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to MCA-Morocco II by the Consultant as part of its Technical Proposal.
- 1.10.7 In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 1.10.3 – 1.10.6, who may have left MCA-Morocco II or the SCG within a period of less than twelve (12) months of the date of this RFP, it must obtain a "no-objection" from MCA-Morocco II for the inclusion of such a person, prior to the Consultant's submission of its Proposal.

#### Unfair Advantage

- 1.10.8 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, MCA-Morocco II shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

#### Fraud and Corruption

- 1.11 MCC requires that all beneficiaries of MCC Funding, including MCA-Morocco II and any bidders, suppliers, contractors, subcontractors, and consultants under any MCC-funded contracts observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following conditions shall apply:

For the purposes of these provisions, the terms set forth below are defined as follows:

- (i) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract; (ii) "collusive practice" means a scheme or arrangement between two or more parties, with or without the knowledge of the MCA Entity, designed to establish prices at an artificial, non-competitive levels or to otherwise deprive the MCA Entity

benefits of free and open competition; (iii) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including the MCA Entity or MCC staff and employees of other organizations taking or reviewing selection decisions) in the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise taken would be in violation of the FCPA if the FCPA were applicable, or (iv) any applicable law in the country of the MCA Entity; (4) “fraudulent practice” means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation; (v) “obstructive practice” means (A) destroying, falsifying, altering or concealing evidence material to the investigation or making of false statements to investigators in order to impede an investigation into the allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation, and (B) acts intended to the exercise of the inspection and audit rights of MCC under the Compact and related agreements; and (vi) “prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions) of the General Provisions Annex.

## Remedies

### 1.12 MCA-Morocco II:

- (a) will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
- (b) has the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing such a contract; and
- (c) has the right to require that a provision be included in the Contract requiring the selected Consultant to permit MCA-Morocco II, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Proposal or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by MCA-Morocco II with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of the MCC Funding engaged in Fraud and Corruption during the selection process or

the execution of the Contract, without MCA-Morocco II or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC may also invoke, on its own behalf, any of the rights identified for MCA-Morocco II in ITC Sub-Clause 1.12(a)-(c) above.

### Eligibility

1.13 Consultants (including their associates, if any), their Sub-Consultants, and Personnel, shall satisfy the eligibility criteria set forth below, as applicable.

### Ineligibility and Debarment

1.13.1 Consultants (including their associates, if any), their Personnel and Sub-Consultants shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITC Sub-Clause 1.10, or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines and amendments thereto (Eligibility Verification Procedures) that can be found on MCC's website at <http://www.mcc.gov/pages/business/guidelines>. This would also remove from eligibility for participation in a procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. The countries, firms, organizations and individuals subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the websites identified in Part 10 of the MCC Program Procurement Guidelines for the most current listing of sanctioned and restricted countries.

1.13.2 Consultants (including their associates, if any), their Personnel and Sub-Consultants not otherwise made ineligible for a reason described in the immediately preceding paragraph shall be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of such Consultant, associates, Personnel or Sub-Consultants;
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of such Consultant, associates, Personnel or Sub-Consultants or any payments to persons or entities in such country; or
- (c) such Consultant, associates, Personnel or Sub-Consultants are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on the MCC website at [www.mcc.gov](http://www.mcc.gov).

### Qualification and Eligibility of Consultants

1.13.3 Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1 to 3.3 of Section 3 of this RFP.

1.13.4 Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the “MCC Program Procurement Guidelines” governing MCC-funded procurements under the Compact.

#### Eligibility of Associates

1.13.5 In the case where a Consultant intends to associate with another Consultant and/or individual expert(s), then such associates shall also be subject to the eligibility criteria set forth in this RFP and as contained in the MCC Program Procurement Guidelines governing MCC-funded procurements.

#### Commissions and Gratuities

1.14 A Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or its Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4B).

#### Origin of Goods and Consulting Services

1.15 Goods supplied and consulting services provided under the Contract may originate from any country subject to the same restrictions specified for Consultants (including their associates, if any), their Personnel and Sub-Consultants set forth in ITC Sub-Clause 1.13.

#### Only one Proposal

1.16 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal.

#### Proposal Validity

1.17 The **PDS** indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Key Professional Personnel nominated in the Proposal. The SCG will make its best effort to complete negotiations within this period. Should the need arise, however, the SCG may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

## Source of Funds; Compact Terms and Conditions

1.18 MCC and the Government have entered into a 609(g) Agreement and may enter into a Compact to help facilitate poverty reduction through economic growth in Morocco subject to necessary approvals and the availability of funds. The Government, acting through SCG, intends to apply a portion of the proceeds of both the 609(g) Funding and the Compact Funding, to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and MCA-Morocco shall derive any rights from the 609(g) Agreement or the Compact or have any claim to the proceeds of MCC Funding. If executed the Compact will be available at [www.mcc.gov](http://www.mcc.gov) or at the website of the SCG. A copy of the 609(g) Agreement is available upon request to the SCG.

## Trafficking in Persons

1.19 Trafficking in Persons (TIP). MCC has a zero tolerance policy with regard to trafficking in persons. Trafficking in persons is the crime of using force, fraud and/or coercion to exploit another person. Human trafficking can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor and the use of child soldiers. The 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 working with partner countries to ensure appropriate steps are taken to prevent, mitigate and monitor TIP risks in the countries it partners with and projects it funds.

The Description of Services, Exhibit A, may set out certain prohibitions, contractor requirements, remedies and other provisions that will be made a binding part of the contract that may be entered into with respect to this procurement. As such, those provisions, if included, should be given careful consideration. Additional information on MCC's requirements aimed at combating TIP can be found in Part 15 of MCC's Program Procurement Guidelines.

## 2. Clarification and Amendment of RFP Document

- 2.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the PDS before the Proposal submission date. Any request for clarification must be sent in writing or by email to the SCG at the address indicated in the PDS. The SCG will respond in writing or by email and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the PDS.
- 2.2 Should the SCG deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 2.4.

- 2.3 At any time prior to the deadline for submission of Proposals, the SCG may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 2.4.
- 2.4 Any amendment issued under ITC Sub-Clauses 2.2 or 2.3 shall (a) become a part of the RFP and (b) be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the SCG, as the case may be.
- 2.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, the SCG may, at its discretion, extend the deadline for the submission of Proposals

### 3. Preparation of Proposals

- 3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the SCG, shall be written in English, as specified in the **PDS**.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (a) In the case where there has been no short listing of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultants. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

In the case where there has been short listing of Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so indicated in the **PDS**. A shortlisted Consultant must first obtain the approval from the SCG if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - (b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be shown in the **PDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.

- (c) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

### Technical Proposal Format and Content

- 3.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section 4A (the “**Technical Proposal**”). A page is considered to be one printed side of A4 or US letter-size paper.
- (a) Information on the Consultant’s financial capacity is required (Form TECH-2 of Section 4A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4A). For each assignment, the outline should indicate the names of associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the SCG. References of the Consultant are also required (Form TECH-5 of Section 4A).
  - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the SCG (Form TECH-7 of Section 4A).
  - (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided (Form TECH-6 of Section 4A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section 4A) which will show in the form of a bar chart the timing proposed for each activity.
  - (d) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section 4A).
  - (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section 4A). The

person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.

- (f) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section 4A).
- (g) A detailed description of the proposed methodology and staffing for training, if the **PDS** specifies training as a specific component of the assignment.

- 3.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

### Financial Proposals

- 3.6 The Consultant's financial proposal shall be prepared using the forms provided in Section 4B (the "**Financial Proposal**"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the **PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.

### Taxes

- 3.7
  - (a) MCC requires that its assistance under the 609(g) Agreement and the Compact be free from Taxes. The fees for the Services and any other payments to the Consultant, its agents or employees provided hereunder, shall be exempt from the payment of Taxes to the extent permitted and as set forth in the 609(g) Agreement and the Compact. The Government is committed under the 609(g) Agreement, and will be committed under any executed Compact, to ensuring that MCC assistance is free from taxation and to refund any Taxes paid in contravention of applicable exemption provisions of the 609(g) Agreement or the Compact. The Government does not intend to exempt legal persons organized under Moroccan laws, and natural persons who are citizens or permanent residents of Morocco working under the Compact from individual and corporate income tax.
  - (b) The Financial Proposal shall include all costs and prices, including all taxes, customs duties, and other levies, that the Consultant is likely to incur in its home country.
  - (c) There shall be no adjustment in prices contained in the Financial Proposal to remove or incorporate Taxes after the deadline date for receipt of proposals.
  - (d) The tax provisions are set forth in the Form of Contract included in Section 5 of this RFP. The Consultant is advised that the tax provisions under MCC-funded contracts may differ from other donor funded contracts and should be reviewed carefully.

## Currencies

- 3.8 Consultants must submit their Financial Proposals in the currency or currencies specified in the **PDS**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment should be listed in the Financial Proposal Form FIN-1 of Section 4B.

## 4. Submission, Receipt, and Opening of Proposals

- 4.1 The following applies to the “**ORIGINAL**” of the Technical Proposal, and of the Financial Proposal. The “**ORIGINAL**” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “**ORIGINAL**”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).
- 4.2 If required in the **PDS**, the authorized representative of the Consultant signing the “**ORIGINALS**” of the Technical and of the Financial Proposal shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “**ORIGINALS**” on behalf of the Consultant, and its associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked “**ORIGINAL**”.
- 4.3 Copies of the Technical Proposal and the Financial Proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked “**COPY**”. It is preferred that all copies required should be made by photocopying the “**ORIGINAL**” as appropriate. However, the Consultant should note that if copies are made by any other means and discrepancies are found between the original and any of the copies of the relevant documents, then the “**ORIGINAL**” shall govern.
- 4.4 The “**ORIGINAL**” and each “**COPY**” of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked “**Technical Proposal**”. Similarly, the “**ORIGINAL**” and each “**COPY**” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked “**Financial Proposal**”.

Each envelope/parcel shall bear the address the SCGas stated in the **PDS** (ITC Sub-Clause 4.4), the name and address of the Consultant (in case they have to be returned unopened, and the Name of the Assignment as stated in the **PDS** (ITC Sub-Clause 1.3).

In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning “**Do Not Open With the Technical Proposal**.” If the Financial Proposal is not submitted in a separate sealed

envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked “Do Not Open, Except In Presence of the Official Appointed, before the date and time stated or as indicated in the **PDS**. The SCG shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.”

- 4.5 Proposals must be received by the SCG at the address and no later than the time and on the date specified in the **PDS**, or any extension of this date in accordance with ITC Sub-Clause 2.5. Any Proposal received by the SCG after the deadline for submission shall be declared late, rejected and returned unopened to the Consultant.
- 4.6 The SCG shall open the outer envelopes/cartons as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The envelopes with the Technical Proposals shall remain sealed until the TEP is ready to convene. The Technical proposals will be opened as specified in the **PDS**. The SCG shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place.

## **5. Proposal Evaluation**

- 5.1 From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact the SCG on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence the SCG in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant’s Proposal.

### **Evaluation of Technical Proposals**

- 5.2 The TEP shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section 3. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **PDS**.

In accordance with the MCC Program Procurement Guidelines, the Consultant’s record of past performance will be considered a factor in the MCA Entity’s determination of the Consultant’s qualifications to perform an MCC-funded

contract. Accordingly, if the Consultant (including any of its associates or joint venture members) is or has been a party to an MCC-funded contract (either with MCC directly or with any MCA Entity anywhere in the world), whether as lead Consultant, affiliate, associate, subsidiary, sub-consultant, or in any other role [within the past five (5) years], the Consultant must identify the contract in its list of references it provides as evidence of the Consultant's past experience. The MCA Entity at its discretion, reserves the right to check the Consultant's record of past performance found in MCC's Contractor Past Performance Reporting System (CPPRS), the record of past performance and references as provided by the Consultant and any other sources identified by the MCA Entity. A negative determination by the MCA Entity based upon a record of poor past performance may be a reason to disqualify the Consultant and reject its proposal at the discretion of the MCA Entity. The MCA Entity shall give the Consultant one opportunity to respond to the negative determination, which shall be considered by the MCA Entity before making the final determination to disqualify the Consultant and reject its proposal.

#### Financial Capacity Evaluation

- 5.3 Financial Capacity: The Consultant's financial capability to mobilize and sustain the Services is imperative. In its proposal the Consultant is required to provide information on its financial and economic status. The information required should be completed using the Form-TECH-2. This requirement is met by the submission of **one of the following**: 1) audited financial statements for the last three years, supported by audit letters, 2) certified financial statements for the last three years, supported by tax returns or 3) a copy of the Consultant's Dun and Bradstreet "Business Information Report" (**BIR**). The Dun and Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant: "I certify that the attached Business Information Report has been issued by Dun and Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge." The statement must be signed by an authorized representative of the Consultant. If the proposal is submitted by a joint venture, all parties in the joint venture are required to submit their financial statements or D&B "Business Information Report". The reports should be submitted in the order of the partner's significance in the partnership, greatest to least.
- 5.4 A Consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective Terms of Reference may be disqualified. In the circumstance of a disqualification the Technical Proposal will not be evaluated further and the Financial Proposal shall be returned unopened.

- 5.5 A Consultant that fails to demonstrate through its financial statements or Business Information Report that it has the financial capacity to perform the required services may be disqualified at the discretion of the SCG. The SCG, at its discretion, may ask for clarifications or additional information regarding the information provided in Form TECH-2.
- 5.6 The outcome of the Financial Capacity evaluation is a **clear YES or NO**. Any Consultant that receives a NO shall not be evaluated further and its Financial Proposal shall be returned unopened. The Proposals that receive a YES at this stage will be evaluated further according to the technical scoring criteria provided in the **PDS**.

Financial Proposals (only for QBS)

- 5.7 Following the ranking of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Proposal and the Contract in accordance with the instructions given under ITC Sub-Clause 6.1.

Financial Proposals (only for QCBS, FBS, LCS)

- 5.8 Following completion of the evaluation of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), the SCG shall notify all Consultants who have submitted Proposals of (a) those Proposals which were considered non-responsive, (b) the technical scores of those Proposals which were deemed responsive and (c) to those who achieved the minimum qualifying mark, the date, time and location for the opening of the Financial Proposals.

The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after the SCG has completed the selection process.

- 5.9 Financial Proposals shall be opened publicly in the presence of those Consultants’ representatives who choose to attend at the date, time and location stated in the notice issued pursuant to ITC Sub-Clause 5.4. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the record shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC.
- 5.10 The TEP will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be

included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date indicated in the **PDS**.

- 5.11 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section 3: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in Section 3.  $S = St \times T\% + Sf \times P\%$ . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 5.12 In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the SCG will select the lowest priced proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Sub-Clause 5.6 shall be considered, and the selected firm invited for negotiations.
- 5.13 Prior to execution of a contract, the SCG shall reserve the right to conduct a verification of the market-reasonableness of the prices offered as detailed in the **PDS**. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the SCG. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the SCG may also verify any information provided on Form TECH-5 in the proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal and the SCG may, at its discretion, move to invite the next-ranked Consultant for negotiation.

## **6. Negotiations**

- 6.1 Negotiations will be held at the address indicated in the **PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the SCG proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant.

### Technical Negotiations

- 6.2 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.

The SCG and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the SCG to ensure satisfactory implementation of the assignment.

The SCG shall prepare minutes of negotiations which will be signed by the SCG and the Consultant.

#### Financial Negotiations

- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve Taxes, the remuneration rates for staff or other proposed unit rates.

#### Availability of Professional Staff/Experts

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the SCG expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal. Before Contract negotiations, the SCG will require assurances that the proposed Key Professional Personnel will be actually available.

During Contract negotiations, the SCG will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

#### Conclusion of the Negotiations

- 6.5 Negotiations will conclude with a review of the draft Contract, including its Exhibits, following which the Consultant will initial the agreed Contract. If negotiations fail, the SCG will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

### **7. Award of Contract**

- 7.1 After the award of Contract, the SCG shall publish on its website or such other website it deems proper, and at dgMarket and at UNDB online the results identifying the procurement, the name of the winning Consultant and the price,

duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. After Contract signature, the SCG shall return the unopened Financial Proposals to the unsuccessful Consultants.

- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **PDS**.

## **8. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government's, the SCG and MCC's antifraud and corruption policies.

## **9. Bid Challenge System**

The SCG shall entertain a bid challenge from any Bidder or Potential Bidder that claims to have suffered or that may suffer loss or injury due to a breach of a duty by the SCG in the conduct of this procurement. The Interim Bid Challenge System is not intended to examine or review the implementation or conduct of any contract once awarded. A bid challenge shall:

- a. Identify the procurement out of which the bid challenge arises;
- b. Describe the nature of the bid challenge and supporting facts, including the bidding documents or portion of the procurement process that was allegedly in non-compliance;
- c. Identify the specific provision(s), as set forth in the MCC Program Procurement Guidelines or the bidding documents, which were allegedly breached;
- d. Indicate the requested remedy or relief, which may include compensation for any reasonable and verifiable cost of bid preparation and Appeal, excluding attorney fees or lost profits;
- e. Explain why the bid challenge was timely; and
- f. Include the name, address, telephone and facsimile numbers, as well as the email address of the Challenger.

A Bidder or Potential Bidder that claims to have suffered or claims that it may suffer loss or injury because of an alleged decision or action of the SCG that is not in compliance with the MCC Program Procurement Guidelines or the bidding documents, may challenge the decision or action concerned, except for:

- g. the selection of a method of procurement or selection procedures (e.g., QCBS, QBS, etc.);
- h. the selection of the type of procurement (e.g., goods, works, non-consultant services, or consultant services);
- i. the decision by the SCG to reject all bids, proposals, offers or quotations; and

- j. allegations of fraud or corruption or intent of wrong doing in the procurement process, which shall be processed in accordance with MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations, a copy of which is available on MCC's Website ([www.mcc.gov](http://www.mcc.gov)).

A Bidder may request a debriefing by submitting a written request for debriefing to the SCG within two (2) working days after receipt of the notice of award, notice of pre-qualification results, or (in the case of a two-stage selection process) notice of the results of the first stage. The SCG shall provide a written explanation of why the Bidder was not selected within three (3) working days of receiving the request for debriefing. Such a request is not a bid challenge.

A bid challenge shall be submitted to the SCG, in writing, to the following address:

M. Abdelghni LAKHDAR,

National Coordinator,

Les Services du Chef du Gouvernement(SCG), chargés du Compact II / MCA-Morocco

Annexe de la Présidence du Gouvernement. Avenue Allal EL FASSI- Madinat AL IRFAN Hay Riad, 3<sup>ème</sup> étage, Bureau n°321, Rabat- Maroc-

Email: [lakhdar@cg.gov.ma](mailto:lakhdar@cg.gov.ma) and must be copied to [procurement@cg.gov.ma](mailto:procurement@cg.gov.ma)

Tél (+212) 0537 21 38 38 / Fax: (+212) 0537-77-88-26

A bid challenge shall be submitted to the SCG, in writing, within five (5) working days of the date the Bidder learned or should have learned of the results of the pre-qualification, technical evaluation or other decision or action including but not limited to the written explanation in paragraph 3. above giving rise to the challenge or within ten (10) working days of the issuance of bidding documents or modification to the bidding documents.

The SCG shall, within fifteen (15) working days after submission of the bid challenge, issue a written decision to the challenger stating the reasons for the decision and, if the bid challenge is upheld in whole or in part, indicating the corrective measures that are to be taken.

## **Appeals**

In certain cases, a Bidder or Potential Bidder may seek review by MCC after it has exhausted all remedies with the SCG. MCC's review will be limited to claims that (a) the SCG failed to entertain its bid challenge, (b) the SCG failed to issue a written decision on the bid challenge within the time specified in this system, or (c) claims that the SCG violated the procedures set out in the solicitation documents. The appeal to MCC must be received in writing (may be in electronic form) within five (5) working days of the date the Bidder or Potential Bidder learned or should have learned of an adverse decision by the SCG, MCC will issue a final decision within (15) working days of the submission of the appeal.

A bid appeal shall:

- k. Identify the procurement out of which the bid challenge arises;

- l. Describe the nature of the Appeal and supporting facts, including full correspondence and decision of the SCG;
- m. Indicate the requested remedy or relief, which may include compensation for any reasonable and verifiable cost of bid preparation and Appeal, excluding attorney fees or lost profits;
- n. Explain why Appeal is timely; and
- o. Include the name, address, telephone and facsimile numbers, as well as the email address of the appellant.

The appeal should be addressed to:

Millennium Challenge Corporation

Attention: Vice President, Department of Compact Operations

(with a copy to the Vice President and General Counsel)

875 Fifteenth Street, N.W.

Washington, DC 20005

United States of America

Fax: (202) 521-3700

Email: [VPOperations@mcc.gov](mailto:VPOperations@mcc.gov) (Vice President for Compact Operations)

[VPGeneralCounsel@mcc.gov](mailto:VPGeneralCounsel@mcc.gov) (Vice President and General Counsel)

## Section 2      Proposal Data Sheet

ITC 1.3	The method of selection is the <b>QCBS method</b> .
ITC 1.5	The Name of the assignment is: <b>Fiscal Agent Services</b>
ITC 1.6	A Pre-Proposal Meeting will <b>not</b> be held. <b>Interested Consultants are strongly advised to read all sections of this Request for Proposal, including the Letter of Invitation, Terms of Reference and the Form of Contract and to seek clarification during the solicitation period for this procurement. The SCG will not entertain requests for changes to this document subsequent to the submission of Technical and Financial proposals.</b>
ITC 1.7	The SCG will provide the Fiscal Agent with office space, including basic utilities (water and electricity only), for its Key Professional Personnel and up to six (6) support staff. In addition, the MCA-Morocco II will provide the Fiscal Agent use of a Management Information System ("MCA-MIS") that will include an integrated accounting, funds management and contract management system which is described in greater detail in the Terms of Reference included in this RFP. These contributions will be at no cost to the Fiscal Agent, and should not be included in their proposal. An important note, however, is that the Terms of Reference requires that the Fiscal Agent establish and maintain a temporary accounting system from the contract start date until the time the MCA-MIS accounting system is established and operational.
ITC 1.17	Proposals must remain valid for one hundred and twenty (120) days after the deadline for the submission of Proposals specified in <b>PDS</b> ITC 4.5.
ITC 2.1	<p>Clarifications may be requested in writing not later than 15 business days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than 10 businessdays prior to the deadline for submission of Proposals.</p> <p>The address for requesting clarifications is:</p> <p>Bouchra LOTFI</p> <p><a href="mailto:Lotfi@cg.gov.ma">Lotfi@cg.gov.ma</a> and must be copied to <a href="mailto:procurement@cg.gov.ma">procurement@cg.gov.ma</a></p> <p>Les Services du Chef du Gouvernement(SCG), chargés du Compact II. Annexe de la Présidence du Gouvernement,AvenueAllal EL FASSI-Madinat AL IRFAN Hay Riad, 3<sup>ème</sup> étage, Bureau n °321, Rabat-Maroc.Tél (+212) 0537 21 38 38 / Fax: (+212) 0537-77-88-26</p>
ITC 3.1	<b>Full Technical and Financial Proposals shall be submitted in English and French. In addition, the following sections of the</b>

	<p><b>Technical Proposal must be submitted in French:</b></p> <ul style="list-style-type: none"> <li>• <b>Form TECH-3: Organization of the Consultant.</b></li> <li>• <b>Form TECH-4: Experience of the Consultant.</b></li> <li>• <b>Form TECH-6: Description of Approach, Methodology and Work Plan for Performing the Assignment.</b></li> <li>• <b>Form TECH-11: CVs of the proposed Key Professional Personnel</b></li> </ul> <p>In the event of a discrepancy between any sections submitted in French and those submitted in English, the English language version will prevail.</p>
ITC 3.3 (a)	Consultants <b>may</b> associate with other Consultants.
ITC 3.3(b)	<p>The estimated total number of person-months for Key Professional Personnel required for the assignment by labor category is: <b>N/A</b></p> <p>The initial four (4) out of a total of five (5) option periods to extend fiscal Agent Services will be for 12 months each; the final option period may be more or less than 12 months to correspond with the expiration of the Compact and will include a 120-day period after the expiration of the Compact. For the purpose of preparing proposals, the bidder should assume that the final option period will be 12 months and fees will be paid on a pro rata basis if the duration is different than 12 months.</p>
ITC 3.4(g)	The Fiscal Agent shall provide necessary training to appropriate MCA-Morocco II staff and, as needed, the staff of the Implementing Entities and Outside Project Managers who will have read only access in order to review relevant data.
ITC 3.6	Per diem and in-country travel will be included in the total price in form FIN-2.
ITC 3.8	Consultants must submit Financial Proposals denominated in <b>United States Dollars</b> . No other currency or combination of currencies is allowed.
ITC 4.2	<p>Written Power of Attorney, or equivalent documentation, required:</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>.</p>
ITC 4.3	<p>A Consultant must submit <b>[1]</b> original and <b>[4]</b> copies of both the Technical Proposal and the Financial Proposal, in the language(s) specified in <b>PDS</b> ITC 3.1.</p> <p><b>Submission of proposals by e-mail is not permitted.</b> However, an electronic version of the full Technical Proposal in English shall be submitted on a CD.</p>

ITC 4.4	<p>The address for the submission of Proposals is:</p> <p>M. Abdelghni LAKHDAR, National Coordinator, Les Services du Chef du Gouvernement(SCG), chargés du Compact II / MCA-Morocco Annexe de la Présidence du Gouvernement. Avenue Allal EL FASSI- Madinat AL IRFAN Hay Riad, 3<sup>ème</sup> étage, Bureau n°321, Rabat- Maroc- Email: <a href="mailto:lakhdar@cg.gov.ma">lakhdar@cg.gov.ma</a> and must be copied to <a href="mailto:procurement@cg.gov.ma">procurement@cg.gov.ma</a></p> <p>Tél (+212) 0537 21 38 38 / Fax: (+212) 0537-77-88-26</p>
ITC 4.5	Proposals must be submitted no later than <b>10:00 am</b> local time in <b>Rabat, Morocco</b> on <b>September 11, 2015</b> .
ITC 4.6	Technical Proposals will be opened publicly on <b>September 11, 2015, at 10:15 am</b> local time at the SCG Offices address indicated above.
ITC 5.2	The minimum technical score St required to pass is <b>85 points</b> out of 100 possible points.
ITC 5.6	The technical scoring criteria are provided in Section 3.
ITC 5.10	Consultants must submit Financial Proposals denominated in <b>United States Dollars</b> . No other currency or combination of currencies is allowed.
ITC 5.13	<p>The criteria for post-qualification requirements are:</p> <p><b>1. Market-reasonableness of prices offered.</b> <b>2. Verification of information provided on Tech Forms 2, 4, and 5, including interview of Key Professional Personnel.</b></p>
ITC 6.1	The expected date for Contract negotiations is approximately twenty five (25) calendar days after the opening of the Financial Proposals and will be held at the offices of the the SCG in Rabat, Morocco.
ITC 7.2	The date for commencement of Services shall be thirty(30) calendar days after the effective date of the Contract and the location is Rabat, Morocco.

### Section 3: Qualification and Evaluation Criteria

#### 3.1 Legal Status

The Consultant shall attach to form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture.

#### 3.2 Financial Criteria

The Consultant shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this Contract, as indicated in Form TECH-2.

#### 3.3 Litigation Criteria

The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the Proposal.

#### 3.4 Evaluation Criteria

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 5.2	Criteria, sub-criteria	Points
	<b>1. Experience of the Consultant</b>	<b>25 Points</b>
	<p>Evidence of relevant experience in the execution of projects of a similar nature, including size, value, and volume of the relevant contracts completed or in process provided in Form TECH-4, including all MCC-funded assignments (<b>whether undertaken by the Consultant or any associate, or any affiliate thereof</b>). This should include all of the following activities:</p> <ul style="list-style-type: none"> <li>• Budgeting</li> <li>• Forecasting Obligations and Cash Requirements</li> <li>• Cash Management and Funds Control</li> <li>• Payments Operations</li> <li>• Accounting and Reporting</li> <li>• Use of Automated Budgeting and Accounting System</li> <li>• Developing and implementing financial and accounting procedures including the related Internal Control Systems</li> </ul>	

	<ul style="list-style-type: none"> <li>• Training in financial management and use of automated Budgeting and Accounting Systems.</li> </ul> <p>The evidence shall include successful experience as the prime consultant in the execution of at least two (2) projects of a similar nature and complexity during the last five (5) years.</p> <p>The SCG reserves the right to contact the Form Tech-5 References as well as other sources to check references and past performance.</p>	
	<b>2. Approach and Methodology</b>	<b>30 Points</b>
	Quality of the proposed approach to perform the services and produce all of the deliverables on time as required in the TOR of this RFP.	
	<p>Proposed approach to implement Fiscal Agent Services in the following areas:</p> <ul style="list-style-type: none"> <li>• Budgeting</li> <li>• Forecasting Obligations and Cash Requirements</li> <li>• Cash Management and Funds Control</li> <li>• Payments Operations</li> <li>• Accounting and Reporting</li> <li>• Use of Automated Budgeting and Accounting System</li> <li>• Developing and implementing financial and accounting Procedures including the related Internal Control Systems</li> <li>• Training in financial management and use of automated Budgeting and Accounting Systems</li> </ul>	
	<p>Quality of proposed work-plan and staffing plan.</p> <p>Support Staff – Extent to which the proposed number of positions and respective job descriptions reflect an understanding of the services required.</p>	
	Quality of the proposed approach to integrating the roles and responsibilities of the various participants in the financial management processes (the Financial Management Unit within MCA-Morocco II, the Project Managers and Directors within MCA-Morocco II, the Procurement Agent, the Implementing Entities/Outside Project Managers and the Common Payment System).	
	<p>Ability of home office, through the proposed approach, to assure quality performance and support of professional staff performing services in the field, including:</p> <ul style="list-style-type: none"> <li>• Quality Assurance – Feasibility of the proposed system for managing and assuring quality of performance in the field</li> </ul>	

	by the home office; <ul style="list-style-type: none"> <li>• Support – Credibility of the proposed system for providing resource support; fielding additional personnel as and when needed;</li> <li>• Administration – Quality of the proposed approach to handle the requirements of providing equipment, facilities, support staff (administrative staff, translators, legal, etc.) and other resources as needed by the field staff.</li> </ul>	
	<b>3. Key Professional Personnel</b>	<b>45 Points</b>
	Key Professional Personnel – Extent to which Key Professional Personnel meet and exceed the requirements established in the Terms of Reference based upon the: <ul style="list-style-type: none"> <li>• CV's for each Key Professional Personnel, which shall include explicit signed consent of the individuals proposed.</li> <li>• References for each individual proposed as Key Professional Personnel.</li> <li>• Extent to which the qualifications of the Key Professional Personnel satisfy the job description defined in the methodology and reflect an understanding of the services required.</li> </ul>	
	<b>Total Points for the three (3) Criteria</b>	<b>100</b>
	The minimum technical score (St) required to pass is	<b>85</b>
ITC 5.11	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which (Sf) is the financial score, (Fm) is the lowest price and F the price of the Proposal under consideration. The weights given to the Technical (T) and Financial (F) Proposals are: T = <b>0.85</b> and F = <b>0.15</b>	

### **Section 4A: Technical Proposal Forms**

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5	References of the Consultant
TECH-6	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments and Suggestions
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work and Deliverables Schedule
TECH-11	Curriculum Vitae (CV) of Proposed Key Professional Personnel

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.

## Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To:

M. Abdelghni LAKHDAR,

National Coordinator,

Les Services du Chef du Gouvernement(SCG), chargés du Compact II / MCA-Morocco

Annexe de la Présidence du Gouvernement. Avenue Allal EL FASSI- Madinat AL IRFAN Hay Riad,  
3<sup>ème</sup> étage, Bureau n°321, Rabat- Maroc.

Email: [lakhdar@cg.gov.ma](mailto:lakhdar@cg.gov.ma) and must be copied to [procurement@cg.gov.ma](mailto:procurement@cg.gov.ma)

Tél (+212) 0537 21 38 38 / Fax: (+212) 0537-77-88-26

Dear Sirs,

### **Re: Procurement of Fiscal Agent Services for MCA-Morocco II RFP/SCG/GoM/QCBS/02**

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

**[Insert a list with full name and address of each Associated Consultant].<sup>2</sup>**

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines (Combating Trafficking in Persons) and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated on the part of our employees, or any sub-consultants, or sub-consultant employees.

Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

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<sup>2</sup>[Delete in case no association is foreseen.]

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

We understand you are not bound to accept any Proposal that you may receive.

Yours sincerely,

---

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

Annexes:

1. Power of Attorney, or equivalent documentation, demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).

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## **Form TECH-2. Financial Capacity of the Consultant**

The Consultant's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) years, supported by tax returns, or 3) a copy of the Consultant's Dun & Bradstreet "Business Information Report" (BIR). The Dun & Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant:

"I certify that the attached Business Information Report has been issued by Dun & Bradstreet within thirty (30) days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge"

The statement must be signed by the authorized representative of the Consultant.

If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit their financial statements or Dun & Bradstreet BIRs. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.

Additionally, the following financial data form shall be filled out for the Consultant and all named associates. The SCG reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

TECH - 2 Addendum

**Financial Data Form**

Consultant's Legal name

Date

Page \_\_\_\_ of \_\_\_\_

<b>Financial Information (US\$ X,000's)</b>	<b>Historical information for the previous three (3) years (most recent to oldest or equivalence in (US\$ X,000's)</b>		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
(5) Shareholder's Equity (SE)			
(6) Net Worth (1) – (3)			
Current Ratio (2) / (4)			
Information from Income Statement			
(6) Total Revenue (TR)			
(7) Profits before Taxes (PBT)			
(8) Net Profit After Tax (NP)			

**[Provide information on current or past proceedings, litigation or arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below.]**

The Consultant, or a related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years the process or outcome of which MCA-Morocco II could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Consultant in a manner that may adversely affect the Consultant's ability to satisfy any of its obligations under the Contract:  
No: \_\_\_\_\_ Yes: \_\_\_\_\_ (See below)

Litigation, Arbitration, Actions, Claims, Investigations, Disputes during the last five (5) years:  
No: \_\_\_\_\_ Yes: \_\_\_\_\_ (See below)

Year

Matter in Dispute

Value of Award  
Against Consultant in  
US\$ Equivalent

### **Form TECH-3. Organization of the Consultant**

[Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice. Further, the Consultant must nominate a home-office project director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-11).]

**[Maximum 5 pages, not counting the CV of home-office project director]**

**Form TECH-4. Experience of the Consultant**

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.]

**[Maximum 15 pages]**

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Name of Firm: \_\_\_\_\_

### **Form TECH-5. References of the Consultant**

Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) The quality of the work experience listed in Form TECH-4.

The SCG reserves the right to contact other sources as well as to check references and past performance including without limitation any source listed in TECH-4. For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.

**[Maximum 2 pages]**

## **Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment**

[In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges. The Consultant should cover the criteria on which it will be evaluated as set forth in Section 3: Qualification and Evaluation Criteria. *Clearly describe approach, methodology and work plan for the base period and each option period.*]

**[Maximum 30 pages, including charts and diagrams]**

### **Form TECH-7. Comments and Suggestions**

[These comments shall not be used for evaluation purposes, but may be discussed during negotiations. The SCG is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. **Disclosure of any prices in this form shall be reason for rejection of the Proposal.**

**[Maximum 3 pages]**

#### **On the Terms of Reference**

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

**Form TECH-8. Team Composition and Task Assignments****Please provide information for base period and each option period.**

Key Professional Personnel			
Name of Staff	Position Assigned	Tasks Assigned	Period assigned (Base and Options years) *
	Fiscal Agent Manager		
	(1)		
	(2)		

\*Note that this TOR sets a minimum requirement for Key Professional Personnel. Specifically the TOR requires Consultant to provide at least a Fiscal Agent Manager plus two (2) other Key Professional Personnel during the base period and all option periods.

Support Staff		
Name of Position	Tasks Assigned	Period assigned (Base and Options years)

**Form TECH-9. Staffing Schedule****Please provide information for base period and option periods**

		Staff input (in the form of a bar chart) <sup>1</sup>													Total staff-month input		
			1	2	3	4	5	6	7	8	9	10	11	12	Home	Field	Total
<b>Foreign Key Professional Personnel and Staff</b>																	
1		[Home]															
		[Morocco]															
2		[Home]															
		[Morocco]															
3		[Home]															
		[Morocco]															
n		[Home]															
		[Morocco]															
											Subtotal						
<b>Local Key Professional Personnel and Staff</b>																	
1		Morocco															
2		Morocco															
3		Morocco															
4		Morocco															
5		Morocco															
6		Morocco															
											Subtotal						
											Total						

- For Key Professional Personnel the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- Months are counted from the start of the assignment. For each Foreign Personnel indicate separately input for home (location outside Rabat) and time in Rabat, Morocco.  
Full time input and \_\_\_\_\_ Part time input.

**Form TECH-10. Work and Deliverables Schedule****Please provide schedule for base period and each option period**

	<b>Activity</b>	<b>Months</b>											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
N	And so on												
	<b>Deliverable</b>												
1													
2													
3													
N	And so on												

[Indicate all main activities of the assignment, including deliverables and other milestones, such as MCA-Morocco II approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.]

## Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position [Only one candidate shall be nominated for each position]
2. Name of Firm [Insert name of firm proposing the staff]
3. Name of Personnel [Insert full name]
4. Date of Birth [Insert birth date]                      Nationality [Insert nationality]
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].
6. Membership in Professional Associations
7. Other Training [Indicate appropriate postgraduate and other training]
8. Countries of Work Experience [List countries where staff has worked in the last ten years]
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]  

	Language	Speaking	Reading	Writing
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]  
From [year]:                      To [year]:  
Employer:  
Position(s) held:
11. Detailed Tasks Assigned [List all tasks to be performed under this assignment]
12. Work undertaken that best illustrates capability to handle the tasks assigned: [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]  
Name of assignment or project:  
Year:  
Location:  
Client:  
Main project features:

Position held:

Activities performed:

13. References:

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] The SCG reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the [Consultant] in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.

Signature of Key Professional Personnel: \_\_\_\_\_

If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

“In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP.”

Signature of Authorized Representative of the Consultant: \_\_\_\_\_

Day / month/ year

### **Section 4B: Financial Proposal Forms**

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 3.6 of Section 1: Instructions to Consultants.]

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 **(Not Applicable)**

FIN-4 Breakdown of Price by Remuneration

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.

## **Form FIN-1. Financial Proposal Submission Form**

[Location, Date]

To:

M. Abdelghni LAKHDAR,

National Coordinator,

Les Services du Chef du Gouvernement(SCG), chargés du Compact II / MCA-Morocco

Annexe de la Présidence du Gouvernement. Avenue Allal EL FASSI- Madinat AL IRFAN Hay Riad,  
3<sup>ème</sup> étage, Bureau n°321, Rabat- Maroc-

Email: [lakhdar@cg.gov.ma](mailto:lakhdar@cg.gov.ma) and must be copied to [procurement@cg.gov.ma](mailto:procurement@cg.gov.ma)

Tél (+212) 0537 21 38 38 / Fax: (+212) 0537-77-88-26

Dear Sirs:

### **Re: Procurement of Fiscal Agent Services for MCA-Morocco II RFP/SCG/GoM/QCBS/02**

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of [Insert amount(s)]<sup>3</sup> in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 1.13 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:<sup>4</sup>

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory

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<sup>3</sup>Amount must coincide with the ones indicated under total price of Form FIN-2.

<sup>4</sup>If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution”.

Name and title of Signatory

Name of Consultant

**Form FIN-2. Price Summary****Re: Procurement of Fiscal Agent Services for MCA-Morocco II  
RFP/SCG/GoM/QCBS/02**

	Price <sup>1</sup>
	US\$
Base Period	
Option Period (1)	
Option Period (2)	
Option Period (3)	
Option Period (4)	
Option Period (5)	
<b>Total Price of Financial Proposal</b>	

1. Indicate the total price to be paid by **MCA-Morocco II** in USD. (Tax provisions relevant to this RFP are set out in Section 5: Contract Forms.)
2. The Base Period assumes a period of 12 months and the Options assume periods of 12 months and should be priced by the Fiscal Agent with this assumption for purposes of evaluation. Should Option Period 5 be extended or reduced in accordance with Section 3.1 of the Agreement, the Fees for this period will be modified on a pro-rated by the number of days the period is reduced or extended based on an assumption of 365 days per 12 month period.
3. If the RFP contains options, the options will be fully priced and evaluated at 100%.
4. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits). Interested consultants should carefully study the PDS and the Terms of Reference to determine what, if any, equipment, office space, or other resources will be provided by the Government of Morocco.
5. See PDS 3.6 regarding travel-related expenses.
6. **See Section 5, Exhibit C for payment schedule. This payment schedule is not subject to modification during contract negotiation.**

**Form FIN-3.**  
**Breakdown of Price by Activity**  
**(Intentionally left blank)**

**Form FIN-4. Breakdown of Remuneration****Re: Procurement of Fiscal Agent Services for MCA-Morocco II  
RFP/SCG /GoM/QCBS/02**

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by MCA-Morocco II.]

Name <sup>2</sup>	Position <sup>3</sup>	Person-Month Fully Loaded Rate <sup>4</sup>
Foreign Staff		US\$
	Home	
	Rabat	
	Home	
	Rabat	
	Home	
	Rabat	
Local Staff		
	Rabat	
	Rabat	
	Rabat	
	Rabat	
	Rabat	
	Rabat	

1. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH- 8 and 9.
2. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
4. Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation within Morocco office expenses, and shipment of personal effects, direct and indirect rates and profit).
5. See PDS 3.6 regarding travel-related expenses.

## **Section 5: Contract Forms**

**Contract No:**

**FISCAL AGENT AGREEMENT**

**Fixed Price Contract for Consultant's Services**

**by and between**

***LES SERVICES DU CHEFDE GOUVERNEMENT (SCG), CHARGES DU  
COMPACT II / MCA-MOROCCO***

**On Behalf of the Government of Morocco,  
(to be replaced by MCA-Morocco II)**

**and**

**[]**

**Dated as of [], 20[xx]**

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Article I	Appointment; Services; Obligations
Article II	Fiscal Agent Generally
Article III	Term; Suspension; Termination
Article IV	Miscellaneous
Exhibit A	Description of Fiscal Agent Services
Exhibit B	Staffing and Subcontractor Plan
Exhibit C	Fees
Exhibit D	Definitions
Exhibit E	Interim Fiscal Accountability Plan (to be inserted upon contract signature)

## FISCAL AGENT AGREEMENT

This **FISCAL AGENT AGREEMENT** (this “*Agreement*”) is made as of [\_\_\_\_], 20[ ] (the “*Effective Date*”), by and between the *Services du Chef du Gouvernement de MCA-Maroc* (referred to herein as “**SCG**”) (to be replaced by MCA-Morocco II), organised and operating under the laws of the Government of the Kingdom of Morocco, on behalf of The Government of the Kingdom of Morocco (the “*Government*”) and [\_\_\_\_], a [\_\_\_\_] organized and operating under the laws of [\_\_\_\_], in its capacity as fiscal agent (the “*Fiscal Agent*”). MCA-Morocco II and the Fiscal Agent are referred to herein collectively, as (“*Parties*”) and each individually a (“*Party*”).

### RECITALS

WHEREAS, MCC and the Government of the Kingdom of Morocco entered into a grant agreement, dated as of May 5, 2015, whereby MCC granted to the Government an amount not to exceed four million eight hundred thousand U.S. Dollars (US\$4,800,000) under the authority of Section 609(g) of the Millennium Challenge Act of 2003, as amended (the Act), which activities will facilitate the development and implementation of a Millennium Challenge Compact (as described below).

WHEREAS, it is proposed that MCC and the Government will negotiate and execute Millennium Challenge Compact (the “*Compact*”) that will set forth the general terms and conditions on which MCC will provide funding to the Government for a Millennium Challenge Account program to advance economic growth and reduce poverty in Morocco;

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Government wishes to appoint [\_\_\_\_] as the Fiscal Agent, and [\_\_\_\_] wishes to accept such appointment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, intending to be legally bound, agree:

### ARTICLE I.

#### APPOINTMENT; SERVICES; OBLIGATIONS

Section 1.1 Initial Operating Period. The SCG shall act in the place of MCA-Morocco II and shall remain a party hereto, until MCA-Morocco II joins this Agreement in accordance with Section 4.4(d). Any reference in this Agreement to "MCA-Morocco II" will be deemed a reference to (i) the SCG until such time as MCA-Morocco II joins this Agreement, and (ii) thereafter, MCA-Morocco II. Notwithstanding any other provision of this Agreement and subject to the approval of MCC, until such time as MCA-Morocco II joins this Agreement, any authorization, certification or other action required to be taken by, or rights or obligations of, "MCA-Morocco II" under or in connection with this Agreement shall be deemed the rights and obligations of the SCG and thereafter, the rights and obligations of MCA-Morocco II.

Section 1.2 Appointment of the Fiscal Agent.

Subject to the terms and conditions of this Agreement, MCA-Morocco II hereby appoints [ ] as the Fiscal Agent to act as agent as further set forth and explicitly authorized herein, and [ ] hereby accepts such appointment and agrees to perform the Agency Services (as defined in Section 1.3) in accordance with the terms of this Agreement.

Section 1.3 Description of Services.

(a) The Fiscal Agent shall provide services to MCA-Morocco II as described herein and as further described in Exhibit A and shall undertake the obligations and responsibilities of the Fiscal Agent set forth herein (collectively, the “**Agency Services**”). The Fiscal Agent shall undertake and provide all Agency Services in accordance with the terms and conditions set forth in this Agreement. In rendering the Agency Services, the Fiscal Agent staff shall be located in Rabat, Morocco.

(b) Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the Agency Services, may only be made by written agreement between the Parties with the prior approval of MCC in accordance with Section 4.11. However, each Party shall give due consideration to any proposals for modifications or variation made by the other Party.

Section 1.4 Reports and Information. The Fiscal Agent shall provide or cause to provide all reports as required under the 609(g) Agreement, the Compact and the Program Implementation Agreement, which provisions are incorporated by reference herein, *mutatis mutandis*. Without limiting the generality of the foregoing, the Fiscal Agent shall submit to MCA-Morocco II the reports required by Exhibit A, in the manner, form and substance required by Exhibit A. If not expressly approved earlier, the submission of any report required by Exhibit A shall be deemed approved ninety (90) days after submission thereof to the MCA-Morocco II and MCC, unless a contrary written communication is provided to the Fiscal Agent within this period.

Section 1.5 Books and Records. The Fiscal Agent shall keep (a) accurate and systematic books, records, documents and other evidence of the Fiscal Agent’s performance of the Agency Services in such form and detail as is customary in the financial management profession and acceptable to MCC and (b) all Records and Compact Records pertaining to the Agency Services in accordance with the requirements of Section 5.3 of the 609(g) Agreement and the required section(s) of the Compact, which sections are incorporated by reference herein, *mutatis mutandis*. The Fiscal Agent may keep such files in paper, digital or electronic form; ***provided, however***, that the Fiscal Agent shall maintain a backup system or other mechanism for storing and safeguarding copies of such files in accordance with the standard of care set forth in Section 2.1.

Section 1.6 Access. The Fiscal Agent shall make available, or shall cause to be made available, to MCA-Morocco II, each other Permitted Designee, MCC, the Inspector General, the United States Government Accountability Office, any auditor responsible for an audit contemplated under or otherwise conducted in furtherance of the MCA-Morocco

Managed 609(g) Agreement if applicable or the Compact, and any employees, contractors, agents or authorized representatives engaged by any of the foregoing: (a) all books, records, documents and other evidence related to this Agreement (and any other Records or Compact Records pertaining to the Agency Services) for inspection and copying for the purpose of conducting any assessment, review, audit or evaluation of the Program, MCC Funding or the utilization of goods, services or works funded with MCC Funding and (b) access to all relevant directors, officers, employees, affiliates, contractors, advisors, agents or representatives of the Fiscal Agent in connection with any such assessment, review, audit or evaluation. The Fiscal Agent shall provide access to all books, records, documents and other evidence associated with the Program, including any Records or Compact Records and any electronic or digital copy of any thereof, and facilities used to execute its responsibilities, for a period of at least five (5) years after the expiration or termination of this Agreement, or such longer period if required to resolve any litigation, claims or audit findings or if required pursuant to any statutory requirements, unless such items have been returned to MCA-Morocco II pursuant to Section 3.4(c).

Section 1.7 Fiscal Agent Staff and Subcontractors.

(a) The Fiscal Agent shall use only qualified, experienced, and reliable staff for the performance of the Agency Services. The rights and duties of the Fiscal Agent's staff shall be defined in the contracts between such staff and the Fiscal Agent, which rights and duties, to the extent such staff is hired in Morocco under the laws of The Government of the Kingdom of Morocco, shall be in accordance with all applicable labor laws and regulations of Morocco. The Fiscal Agent's staff shall include the Key Professional Personnel set forth on Exhibit B and such other additions or replacements determined in accordance with this Section 1.7. The Fiscal Agent shall obtain all necessary immigration, business and other permits, licenses, consents, and approvals to enable the Fiscal Agent and its personnel to fully perform its obligations under this Agreement; **provided, however**, that no Taxes shall be paid with the proceeds of MCC Funding for any such permits, licenses, consents or approvals.

(b) The Fiscal Agent may enter into subcontracts with firms or individuals to assist the Fiscal Agent in providing the Agency Services; **provided, however**, that (i) the engagement of any such firms or individuals shall be subject to the prior approval of MCA-Morocco II and, if required pursuant to the Program Implementation Agreement, MCC, (ii) the Fiscal Agent shall ensure that such subcontractors use only qualified, experienced and reliable personnel to perform the Agency Services, and (iii) each approved subcontract contains the relevant provisions, in the form and manner and to the extent required by the 609(g) Agreement and the Compact (including provisions regarding limitations on use of MCC Funding, books and records, audits and access. The Fiscal Agent shall assume liability for the services rendered by any subcontractor, and any such subcontracting by the Fiscal Agent shall not relieve the Fiscal Agent of its responsibilities under this Agreement to provide the Agency Services in accordance with the terms of this Agreement.

(c) The Fiscal Agent shall comply, and shall ensure that all of its subcontractors comply, with all applicable laws and regulations of Morocco regarding employment of personnel in Morocco. The Fiscal Agent shall be responsible for and shall take all necessary action with respect to any misconduct or failure of any staff or any subcontractors to comply with their contractual obligations. Further, upon the request of MCA-Morocco II, the Fiscal Agent shall

take all reasonable action requested by MCA-Morocco II to address any misconduct or failure of the Fiscal Agent staff or subcontractors. Neither MCA-Morocco II **nor** MCC shall have any direct or indirect liability under or in respect of such contracts with staff or any subcontractors retained by the Fiscal Agent.

(d) The names and positions of the Fiscal Agent's key personnel and any subcontractors that MCA-Morocco II and MCC have approved as of the Effective Date are listed on Exhibit B.

(e) Any replacement, modification or addition by the Fiscal Agent (whether pursuant to Section 1.7(f) or otherwise) to its Key Professional Personnel or positions identified on Exhibit B shall be subject to the prior approval of MCA-Morocco II and MCC. Any replacement, modification or addition to the Fiscal Agent's subcontractors shall be subject to the prior approval of MCA-Morocco II and MCC, if required pursuant to the Program Implementation Agreement, MCC. If not expressly approved earlier, a request for replacement, modification or addition shall be deemed approved forty-five (45) days after submission thereof to MCA-Morocco II and MCC, unless a contrary written communication is provided to the Fiscal Agent within this period. In each case, such approval shall not be unreasonably withheld; ***provided, however,*** that any potential interruption, delay or material alteration of the Agency Services shall be a sufficient reason for MCA-Morocco II or MCC to deny such approval.

(f) MCA-Morocco II is entitled to demand the replacement of any staff member or subcontractor if MCA-Morocco II **reasonably** believes that such staff member or subcontractor is not suitable to perform the Agency Services because of health, language ability, professional qualifications, or for any other reasonable cause.

(g) The Fiscal Agent shall ensure that the process of replacing a staff member or subcontractor under this Section 1.7 will not delay, interrupt or materially alter in any way the performance of the Agency Services.

Section 1.8 Compliance with Compact Documents, etc. The Fiscal Agent shall comply with (a) applicable laws and regulations, (b) this Agreement, the relevant provisions of the 609(g) Agreement, the Compact, the Program Implementation Agreement, the Bank Agreement, other relevant Supplemental Agreements, the Fiscal Accountability Plan, the Procurement Plan and any other agreement or document related to the Compact or the MCA-Morocco II managed 609(g) Agreement, (c) guidance and procedures provided by MCA-Morocco II from time to time, (d) MCC's fraud and corruption policy, and (f) such other agreements and documents as the Parties may agree, which agreements and documents (including any amendments thereto) shall be delivered by MCA-Morocco II to the Fiscal Agent.

Section 1.9 Bank Agreement; Bank Matters.

(a) The Fiscal Agent shall execute a Bank Agreement, by and among MCA-Morocco II, a Bank and the Fiscal Agent, as approved by MCC. The Fiscal Agent shall comply with the provisions of such Bank Agreement and with any other documentation with respect to a Permitted Account.

(b) The Fiscal Agent shall assist MCA-Morocco II in the establishment of any Permitted Account, in accordance with the terms of the Bank Agreement. The Fiscal Agent shall establish an interim account for receipt of GoM tax reimbursements arising from the expenditures of funds from the 609(g) Agreement. Upon the establishment of the Permitted Account, all funds held in such interim account will be transferred to the Permitted Account and such interim account shall be closed. The Fiscal Agent shall not assist MCA-Morocco II in the establishment of any other accounts except with the express prior consent of MCC.

(c) The Fiscal Agent shall take all actions that are necessary or appropriate to monitor and ensure that the Bank (i) refunds on a quarterly basis all accrued interest to an account designated by MCC and (ii) upon the request of MCC, refunds to an account designated by MCC any amounts of MCC Funding and accrued interest on any MCC Funding.

(d) The Fiscal Agent shall ensure that the Bank monitors any Permitted Account established with the Bank for prohibited activities and restricted parties as specified in the Bank Agreement, and the Fiscal Agent shall verify all Bank reports related to such matters and shall otherwise monitor such Permitted Accounts in accordance with Section 2.6.

#### Section 1.10 Taxes.

(a) The Fiscal Agent shall track all Tax exemptions, Taxes assessed and paid, and reimbursements of VAT Taxes (and any other Taxes), by the Government as required under Section 2.8 of the Compact and Section 2.2 of the 609(g) Agreement in order to (i) monitor full compliance with Section 2.8 of the Compact and Section 2.2 of the 609(g) Agreement and (ii) determine whether such Tax exemptions are being fully and fairly implemented and administered, and whether any Tax assessed and paid contrary to Section 2.8 of the Compact or Section 2.2 of the 609(g) Agreement is being promptly and fully refunded in accordance with Section 2.8 of the Compact, Section 2.2 of the 609(g) Agreement or any related agreement. The Fiscal Agent shall immediately notify MCA-Morocco II, with a copy to MCC, of any failure by the Government to timely administer such Tax exemptions or promptly reimburse such Taxes. A Tax reimbursement shall not be deemed “promptly reimbursed” if such reimbursement is not paid within thirty (30) days after the date of the reimbursement request by the Fiscal Agent or any other party. MCA-Morocco II shall ensure that the Fiscal Agent has access to appropriate Government authorities responsible for the administration of the Tax exemptions or reimbursements that are provided in the required Section 2.8 of the Compact and Section 2.2 of the 609(g) Agreement. The Fiscal Agent shall be entitled to request and utilize any certificates or documents evidencing Tax exemptions or reimbursement instructions delivered to MCC pursuant to the 609(g) Agreement or the Program Implementation Agreement in the Fiscal Agent’s efforts to monitor exemption, payment and reimbursement of Taxes.

(b) The Fees (as defined in Section 2.2 below) for the Agency Services and any other payments to the Fiscal Agent, its agents or employees provided hereunder and as set forth in Exhibit C, shall be free from the payment of Taxes to the extent permitted and as set forth in Section 2.2 of the 609(g) Agreement and Section 2.8 of the Compact. The Fiscal Agent shall be responsible and shall pay all applicable Taxes levied under applicable Moroccan laws not exempted pursuant to the Compact or the 609(g) Agreement. If the Fiscal Agent or any of its agents or employees is required to pay any Taxes in contravention of Section 2.2 of the 609(g)

Agreement or Section 2.8 of the Compact, such person shall promptly pay such Taxes as imposed and the Fiscal Agent shall promptly notify MCA-Morocco II (or such agent or representative designated by MCA-Morocco II) of any such Taxes paid. The Fiscal Agent shall cooperate with MCA-Morocco II or its agents and representatives in seeking the prompt and proper reimbursement of such Taxes.

(c) The Fiscal Agent, its agents and employees (including their eligible dependents) shall follow the usual customs procedures of Morocco in importing property into Morocco. If the Fiscal Agent, its agents or employees do not withdraw but dispose of any property in Morocco upon which customs duties or other Taxes have been exempted, such person (i) shall bear such customs duties and other Taxes in conformity with applicable Moroccan law, or (ii) shall reimburse such customs duties and Taxes to the Government if such customs duties and Taxes were paid by the Government at the time the property in question was brought into Morocco.

(d) MCA-Morocco II shall use reasonable efforts to ensure that the Fiscal Agent, its agents and employees are provided the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the 609(g) Agreement and the Compact.

Section 1.11 Insurance. The Fiscal Agent shall maintain, at all times during the Term (as defined in Section 3.1 below), satisfactory insurance or guarantees with respect to the Fiscal Agent's performance under this Agreement including carrying general comprehensive liability insurance and standard coverage of professional liability risks. The Fiscal Agent shall provide verification of insurance to MCA-Morocco II and MCC. To the extent permitted or appropriate, such insurance or guarantees shall name MCA-Morocco II and MCC as beneficiaries thereunder. At MCC's election, any proceeds from claims paid under such insurance or guarantees shall either be deposited in a Permitted Account designated by MCA-Morocco II and acceptable to MCC, or be applied as otherwise directed by MCC.

Section 1.12 Audits; Certifications; Audit Plan; Right of Use; Conflicts of Interest.

(a) The Fiscal Agent shall comply with the requirements of relevant Sections of the Compact and 609(g) Agreement and such provisions are hereby incorporated by reference herein *mutatis mutandis*.

(b) The Fiscal Agent shall certify as true and correct any Records or Compact Records or other reports or documents relating to the Agency Services required to be delivered to or by the Government, including MCA-Morocco II, under the 609(g) Agreement, the Compact, other Supplemental Agreements or the Implementation Plan Documents. With respect to certifications that may be required to be given by the Fiscal Agent, the Fiscal Agent shall provide such certifications following due diligence and due care in its review into the information or matter being certified (including into the truth, accuracy and completeness of the information).

(c) The Fiscal Agent shall provide assistance as necessary in the development of the Audit Plan. MCA-Morocco II shall provide to the Fiscal Agent a copy of any final Audit Plan as duly adopted by MCA-Morocco II (and as approved by MCC). The Fiscal Agent shall comply with the terms of the Audit Plan (including the reporting standards required therein) and, upon

request by MCA-Morocco II or MCC, the Fiscal Agent shall take appropriate, effective, and timely corrective actions in response to any audit findings.

(d) MCA-Morocco II and MCC shall have the right to use any information contained in any report or document delivered to or otherwise made available by the Fiscal Agent to MCA-Morocco II or MCC.

(e) The Fiscal Agent shall ensure that no director, officer, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Fiscal Agent shall participate in the selection, award, or administration of a contract, grant or other benefit or transaction financed in whole or in part (directly or indirectly) by MCC Funding in which (i) 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, has or have a financial interest, or (ii) the person is negotiating or has any arrangement concerning prospective employment, unless such person has first disclosed in writing to MCA-Morocco II and MCC the conflict of interest and, following such disclosure, MCA-Morocco II and MCC have agreed in writing to proceed notwithstanding such conflict. This shall not constrain MCA-Morocco II (with prior MCC approval) from commissioning the Fiscal Agent with the provision of additional services related to the implementation of the Compact in Morocco. The Fiscal Agent's officers, directors, employees, subcontractors, agents and representatives shall not, and the Fiscal Agent shall ensure that no person involved in the selection, award, administration or implementation of any contract, grant or other benefit or transaction financed in whole or in part (directly or indirectly) by MCC Funding shall, solicit or accept or offer 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. None of the Fiscal Agent's officers, directors, employees, agents or representatives active in the Program shall engage in any activity which is, or gives the appearance of being, a conflict of interest.

#### Section 1.13 Requests for Disbursements.

(a) MCA-Morocco II hereby authorizes the Fiscal Agent to submit requests to the Paying Agent for direct payments to vendors for goods, works or services received by MCA-Morocco II, on the basis of proper evidence and documentation (including proper approvals) and otherwise in accordance with this Agreement (including the relevant Sections of Exhibit A), the 609(g) Agreement, the Compact, the Program Implementation Agreement, other relevant Supplemental Agreements (including the relevant contract or agreement with such vendor or individual), the Procurement Plan and the Fiscal Accountability Plan.

(b) To the extent a Local Account exists pursuant to the terms of the Program Implementation Agreement or the Bank Agreement, MCA-Morocco II hereby authorizes the Fiscal Agent to submit requests to the Paying Agent for transfer of the necessary amount of funds into the Local Account to settle payments to vendors and individuals in the currency of Morocco or as otherwise specified in the Fiscal Accountability Plan. Following such transfers of funds into the Local Account, the Fiscal Agent shall make payments from the Local Account to vendors or individuals in satisfaction of obligations incurred as part of the Program, upon MCA-Morocco II's prior approval of the same (and, if applicable, upon MCC's prior approval of the

same), on the basis of proper evidence and documentation (including proper approvals) and otherwise in accordance with this Agreement (including the relevant Sections of Exhibit A), the 609(g) Agreement, the Compact, the Program Implementation Agreement, other relevant Supplemental Agreements (including the relevant contract or agreement with such vendor or individual), the Procurement Plan and the Fiscal Accountability Plan.

## ARTICLE II.

### FISCAL AGENT GENERALLY

#### Section 2.1 Standard of Care.

(a) The Fiscal Agent shall exercise all skill, reasonable care, prudence and diligence in the discharge of its duties and obligations under this Agreement, as would be expected from a skilled and experienced fiscal agent. The Fiscal Agent shall carry out all Agency Services in a timely and cost-effective manner and in conformity with professionally sound technical, financial and management practices requisite for successful provision of the Agency Services, and in accordance with internationally accepted accounting and financial management principles and practices. The Fiscal Agent shall use at least the same standard of due care in handling all funds (including MCC Funding) in its performance of this Agreement as it would use with its own funds; and at least the reasonable prudent care of a bank fiduciary.

(b) Prior to the adoption and approval of the Fiscal Accountability Plan, an Interim Fiscal Accountability Plan will be developed and agreed to by the SCG and MCC and will be included in the form attached to this Agreement as Exhibit E. This Interim Fiscal Accountability Plan shall be deemed to be the Fiscal Accountability Plan for all purposes of this Agreement, unless otherwise agreed in writing by the Parties with the prior written approval of MCC.

#### Section 2.2 Fees.

(a) The Fiscal Agent's fees (the "**Fees**") hereunder are as set forth in Exhibit C, and MCA-Morocco II shall be responsible for payment of such Fees in the amounts, on the dates and in the manner as designated therein; ***provided, however***, that the Fiscal Agent has submitted valid, original invoices for such Fees, which invoices are subject to the approval of MCA-Morocco II. The Fiscal Agent shall request payment of its invoices pursuant to the procedures set forth in Section 1.13, Exhibit A and the Fiscal Accountability Plan. The Fees as set forth on Exhibit C shall be full compensation for the services to be provided by the Fiscal Agent pursuant to this Agreement. Except as set forth in Exhibit C and Sections 1.3(b), 2.4(c), 3.2(d) and 3.2(e) of this Agreement, the Fiscal Agent shall not be entitled to any other compensation, costs, expenses or payment (including payment or reimbursement for third-party costs and expenses) in respect of the Agency Services or this Agreement.

(b) In the event MCA-Morocco II disputes any invoice for Fees submitted by the Fiscal Agent for any reason, including the Fiscal Agent's failure to comply with the terms and conditions of this Agreement (including the proper provision of the Agency Services), MCA-Morocco II may delay or refuse payment of all or any portion of any such invoice without any penalty pending resolution of the dispute in accordance with Section 4.8. Following resolution

of any such dispute, MCA-Morocco II shall be obligated to pay only that portion of the invoice (if any) found to be valid.

(c) Not with standing anything to the contrary in this Agreement, no payment shall be made to the Fiscal Agent in violation of the relevant Section of the Compactor relevant Section of the 609(g) Agreement.

Section 2.3 Other Duties, Rights and Protections of the Fiscal Agent.

(a) The Fiscal Agent shall provide the Agency Services to MCA-Morocco II with the expectation that the following requirements are met:

(i) cooperation of MCA-Morocco II's employees, representatives and/or advisors with the Fiscal Agent;

(ii) timely provision by MCA-Morocco II of any and all information (such information shall be, to the knowledge of MCA-Morocco II, true and accurate in all material respects), including documentation and comprehensive explanations, reasonably requested by the Fiscal Agent in connection with the Agency Services; and

(iii) MCA-Morocco II, timely making and implementing decisions, obtaining required approvals and issuing required documentation to enable the Fiscal Agent to proceed with the Agency Services; ***provided, however***, that the Fiscal Agent provides MCA-Morocco II with reasonable advance notice of decisions required.

(b) If at any time the Fiscal Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process (an "***Action***") that in any way affects this Agreement or the transactions contemplated herein, the Fiscal Agent shall, within two (2) business days after such service, give notice and a copy of such Action to MCC and MCA-Morocco II, and within five (5) business days after such service, provide MCC and MCA-Morocco II with an explanation and a description of the proposed corrective measures to be taken with respect thereto.

(c) To the extent that any amounts hereunder are duly owed and outstanding to the Fiscal Agent, MCA-Morocco II shall be solely liable to pay those amounts, subject to Section 2.4 of this Agreement. For the avoidance of doubt, MCC shall have no responsibility or obligation to the Fiscal Agent for the payment of any fees, costs, indemnification expenses or any other expenses pursuant to this Agreement or otherwise.

(d) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Fiscal Agent hereunder, the Fiscal Agent shall promptly notify MCA-Morocco II (or the party that provided such notice, instruction or other communication) and MCC of such ambiguity or uncertainty and refrain from taking any action unless and until the Fiscal Agent receives from MCA-Morocco II (or from the party that provided the original instruction) an instruction that eliminates such ambiguity or uncertainty.

Section 2.4 Liabilities; Indemnification.

(a) The Fiscal Agent shall indemnify, defend and hold harmless each of MCA-Morocco II (including its directors, officers, employees, affiliates, agents, advisors and representatives) and MCC (including its directors, officers, employees, affiliates, agents, advisors and representatives) (MCA-Morocco II, MCC and any such affiliate or person a “**MCC Indemnified Party**”) from and against any and all claims, losses, actions, liabilities, costs, damages or expenses, including reasonable attorneys’ fees and expenses (but excluding any lost profits or other special, incidental, indirect, punitive or consequential damages (except as set forth in Section 2.4(b)), regardless of the form of action and whether or not any such damages were foreseeable or contemplated (collectively, the “**MCA-Morocco II Losses**”) arising from or in connection with the negligence, bad faith, willful or intentional misconduct of the Fiscal Agent, or a breach of this Agreement by the Fiscal Agent, except if and to the extent that any such MCA-Morocco II Losses are attributable to the gross negligence or the willful misconduct of MCA-Morocco II.

(b) In the event that any payment to any vendor or individual is delayed by more than thirty (30) days after the date of receipt of a valid and acceptable invoice by MCA-Morocco II due to the negligence or willful misconduct of the Fiscal Agent, the Fiscal Agent shall be liable for, and shall indemnify all MCC Indemnified Parties from and against, any claims (including claims for interest) from such vendors or individuals.

(c) MCA-Morocco II shall indemnify, defend and hold harmless the Fiscal Agent (including its directors, officers, employees, affiliates, agents, advisors and representatives) from and against any and all claims, losses, actions, liabilities, costs, damages or expenses, including reasonable attorneys’ fees and expenses (but excluding any lost profits or other special, incidental, indirect, punitive or consequential damages), regardless of the form of action and whether or not any such damages were foreseeable or contemplated (collectively, the “**Fiscal Agent Losses**”) arising from or in connection with the gross negligence, bad faith, willful or intentional misconduct of MCA-Morocco II, or a breach of this Agreement by MCA-Morocco II, except if and to the extent that any such Fiscal Agent Losses are attributable to the gross negligence or the willful misconduct of the Fiscal Agent.

(d) In the event that any amounts are owed by MCA-Morocco II to the Fiscal Agent as the result of any delay or default of MCA-Morocco II, or as a result of Section 2.4(c), MCA-Morocco II shall be solely liable for the payment of such amounts (such payment to be made from national funds), and in no event shall such payments be authorized or made from any MCC Funding, nor shall Program Assets be used to satisfy any such obligations.

(e) Except as provided in Section 2.4(b), in no event shall either Party be liable to the other Party or any third-party for consequential, special, incidental or punitive losses, damages or expenses (including, without limitation, lost profits) arising from or in connection with this Agreement, even if such Party has been advised of the possible existence thereof.

(f) The Fiscal Agent shall not request payment from the Paying Agent, or make payment from any Permitted Account, on behalf of MCA-Morocco II or otherwise, for any indemnification or similar payment to any party without the prior approval of MCC.

Section 2.5 Merger; Consolidation. Any corporation or association in which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, with the prior consent of MCA-Morocco II and MCC, be and become a successor to the Fiscal Agent and shall be vested with all of the title to the assets and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the Parties, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Section 2.6 Restrictions on the use of MCC Funding

(a) The Fiscal Agent shall ensure that the use of MCC Funding complies with (i) Section 2.6 of the Compact, (ii) all applicable United States laws, regulations and executive orders relating to money laundering, terrorist financing, restrictive trade practices or boycotts, United States sanctions laws and regulations and other economic sanctions or other restrictions promulgated from time to time by means of any 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, (iii) the eligibility requirements set forth in the MCC Program Procurement Guidelines, (iv) any applicable laws or regulations of The Government of the Kingdom of Morocco relating to terrorist financing, money laundering, or similar activity, and (v) any other limitations, restrictions, or requirements as set forth in paragraph E of the General Provisions Annex, which are incorporated herein by reference mutatis mutandis and which General Provisions Annex may be found on the MCC website in the Standard Bidding Documents Form of Contract for the Procurement of Large Works Without Prequalification at <https://www.mcc.gov/pages/business/guidelines> (for purposes of this section, references to the “Contract Party” in paragraph E of the General Provisions Annex shall be deemed to be references to the Fiscal Agent, references therein to the “MCA Entity” shall be deemed to be references to MCA-Morocco II, and all references specific to large works construction contracts are modified accordingly).

(b) The Fiscal Agent shall verify, or cause to be verified, any individual, corporation or other entity that has access to, or who is a recipient of, MCC Funding. Such verification may include verifying if such name appears on applicable watch lists such as the lists maintained on [www.sam.gov](http://www.sam.gov), the World Bank debarred list, [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac), the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, and such other lists as MCA-Morocco II may request from time to time.

(c) The Fiscal Agent shall (i) conduct such verification as described in clause (b) of this Section 2.6 in connection with each Disbursement or at such time as MCC may from time to time reasonably request, including a review of any verification report generated by the Bank

pursuant to the Bank Agreement and (ii) deliver a report of such monitoring and verification to MCA-Morocco II (with a copy to MCC) on at least a quarterly basis or such other reasonable period as MCA-Morocco II or MCC may request from time to time.

(d) The Fiscal Agent shall ensure and verify, or cause to be verified, that no payments have been or will be received by any official of the Fiscal Agent, MCA-Morocco II or any other government official in connection with this Agreement and no payments have been made by the Fiscal Agent or any other party to any third party, in connection with this Agreement, in violation of (i) the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (“*FCPA*”), or that otherwise would have been in violation of the FCPA if the party making such payments was a United States person or entity or (ii) any applicable laws or regulations of Morocco relating to anti-bribery or corruption.

Section 2.7 [Joint and Several Liability: Sole Point of Contact].<sup>5</sup>

(a) [ ] and [ ] have collectively been identified as the “Fiscal Agent” pursuant to this Agreement, and both such entities have executed this Agreement as the “Fiscal Agent”. [ ] and [ ] agree to collectively perform all of the obligations of the “Fiscal Agent” pursuant to this Agreement, and each of [ ] and [ ] acknowledges that MCA-Morocco II recognizes no separation of responsibilities or liabilities between [ ] and [ ] in connection with the performance of the Fiscal Agent’s obligations pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary (including the designation of [ ] as the sole point of contact for the Fiscal Agent pursuant to subsection (b) of this Section), the liability of each of [ ] and [ ] shall be joint and several with respect to all of the obligations of the Agent under this Agreement.

(b) Without limiting the provisions of subsection (a) above, [ ] and [ ] hereby designate [ ] as the sole point of contact for purposes of carrying out the Agent obligations hereunder, and MCA-Morocco II hereby agrees to such designation. [ ] will serve in such capacity until such time as the Parties agree otherwise in writing. In such capacity, [ ] shall perform the Fiscal Agent obligations hereunder and exercise the Fiscal Agent rights hereunder (including executing documents, granting approvals and receiving notices), and all actions taken by [ ] in respect of this Agreement shall be binding on both [ ] and [ ], collectively, as the “Fiscal Agent”. Without limiting the foregoing, MCA-Morocco II and MCC shall deem [ ] as representative of both [ ] and [ ], communicate only with [ ] in respect of matters under this Agreement and the Fiscal Agent’s responsibilities and rely on all decisions of, and communications from, [ ] made as the Fiscal Agent.]

### ARTICLE III.

#### TERM; SUSPENSION; TERMINATION

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<sup>5</sup>Insert section if winning bid was two entities acting pursuant to a joint venture; note both entities must execute agreement, even though only one such entity will be the sole point of contact.

Section 3.1 Term. This Agreement shall be effective as of the Effective Date and shall terminate on the first anniversary of the Effective Date (the “**Term**”), unless terminated earlier in accordance with Section 3.3; **provided, however**, that (a) the Term shall automatically extend for five (5) successive one-year periods (not to exceed five (5) such consecutive periods), unless MCA-Morocco II (with the prior approval of MCC) notifies the Fiscal Agent in writing of its election not to renew the Term, at least sixty (60) days prior to the end of the Term or the end of the applicable renewal period, as the case may be, and (b) the final option period of the Term may be more or less than one year, but in all cases, shall terminate no later than one hundred twenty (120) days following the expiration or termination of the Compact. If the final option period is reduced or extended beyond twelve months in accordance with this Section 3.1, the Fees owing in connection with that option period shall be prorated accordingly.

Section 3.2 Suspension.

(a) MCA-Morocco II (with the prior approval of MCC) may suspend this Agreement, in whole or in part, upon delivery of notice to the Fiscal Agent.

(b) MCC may suspend this Agreement, in whole or in part, upon delivery of notice to the Fiscal Agent and MCA-Morocco II.

(c) Upon receipt of a notice of suspension pursuant to this Section 3.2, the Fiscal Agent shall suspend all activity in respect of the Paying Agent, the Permitted Accounts and all Agency Services, except as otherwise stated in the notice of suspension. Such activity and Agency Services shall remain suspended until the suspension is lifted by instruction from the party that initiated such suspension.

(d) If the Fiscal Agent is not in breach of its obligations under this Agreement, the Fiscal Agent shall be entitled to (i) reimbursement for any incurred Fees due if such suspension is lifted within sixty (60) days after notice of the suspension is delivered pursuant to Section 3.2(a), and (ii) if such suspension results in termination, reimbursement for reasonable and documented or unavoidable third-party expenses in accordance with, and subject to the terms (including the duty to mitigate) of, Section 3.4(b).

(e) In the event that a suspension pursuant to this Section 3.2 extends for more than sixty (60) days, MCA-Morocco II or the Fiscal Agent may terminate this Agreement at its election by giving notice to the other Party and MCC at least ninety (90) days prior to the effective date of such termination; **provided, however**, that during the ninety (90) day notification period, the Party submitting the termination notice may withdraw its notice of termination; and **provided, further**, that any such termination initiated by the Fiscal Agent shall not be effective until satisfaction of Sections 3.3(d) and (e); and **provided further** that the Fiscal Agent shall have no right to terminate the Agreement pursuant to this Section 3.2(e) to the extent that the applicable suspension results from or arises out of the default, gross negligence or willful misconduct of the Fiscal Agent hereunder.

Section 3.3 Termination of this Agreement.

(a) If MCA-Morocco II defaults in the observance or performance of any of its material obligations under this Agreement and such default remains uncured thirty (30) days

after notice of such default is delivered by the Fiscal Agent, the Fiscal Agent may terminate this Agreement by ninety (90) days' prior notice to MCA-Morocco II and MCC; **provided, however**, that such termination shall not be effective until satisfaction of Sections 3.3(d) and (e).

(b) MCA-Morocco II (with the prior approval of MCC) or MCC may terminate this Agreement, at any time:

- (i) with cause, upon notice to the Fiscal Agent; or
- (ii) without cause, by giving notice to the Fiscal Agent sixty (60) days prior to the effective date of such termination.

For purposes of Section 3.3(b)(i), "cause" shall include: (1) any material breach or material default by the Fiscal Agent of any provision of this Agreement (including breach of any representation or warranty) that remains, in the sole opinion of MCA-Morocco II, uncured for thirty (30) days after notice of such breach or default is delivered to the Fiscal Agent by MCA-Morocco II (2) the negligence, bad faith or willful misconduct of the Fiscal Agent or its respective directors, officers, employees, affiliates, contractors, agents and representatives; (3) the insolvency, bankruptcy or liquidation of the Fiscal Agent, or the appointment of a receiver or administrator to manage the affairs of the Fiscal Agent; (4) if MCC determines (in its sole discretion) that the Fiscal Agent is engaged in activities that are contrary to the national security interests of the United States or Morocco or other acts or omissions that may be grounds for suspension or termination under Section 5.1(b) of the Compact, Section 6.2 of the 609(g) Agreement or if the Compact is terminated for any reason;

(c) The Fiscal Agent may terminate this Agreement in accordance with Section 3.2(e) or Section 3.5(c).

(d) Following the delivery of a termination notice pursuant to Section 3.3(a), 3.3(b) or 3.3(c), MCA-Morocco II shall appoint, with the prior approval of MCC, a successor fiscal agent (the "**Successor Fiscal Agent**"). Upon an entity's acceptance of such appointment as a Successor Fiscal Agent, MCA-Morocco II shall provide notice thereof to the resigning Fiscal Agent and to the Bank.

(e) MCA-Morocco II shall cause the Successor Fiscal Agent to execute (i) a new fiscal agent agreement (the "**Successor Fiscal Agent Agreement**"), the form and substance of which shall be approved by MCC, and (ii) an assignment and assumption agreement with regard to all of the Fiscal Agent's obligations under the Bank Agreement (the "**Bank Assignment and Assumption Agreement**"), which Bank Assignment and Assumption Agreement shall (1) be executed by the Fiscal Agent (if so requested by MCA-Morocco II) and (2) be in form and substance acceptable to MCC. Immediately upon execution of both the Successor Fiscal Agent Agreement and the Bank Assignment and Assumption Agreement, this Agreement shall terminate; **provided, however**, that MCA-Morocco II (with the prior approval of MCC) may extend the Term of the Fiscal Agent for a period specified by MCA-Morocco II if MCA-Morocco II determines that obligations of the Fiscal Agent remain to be performed.

#### Section 3.4 Consequence of Termination.

(a) If the termination of this Agreement is pursuant to Section 3.3(b)(i), MCA-Morocco II shall pay to the Fiscal Agent the Fees as set forth in Section 2.2 for the Agency Services rendered up to the date of the event constituting cause for such termination, and MCA-Morocco II shall have no obligation to pay any Fees that accrue following such date. The amount of such Fees shall be calculated on a *pro rata* basis to the extent applicable. MCA-Morocco II shall be entitled to claim damages for any loss or damage resulting from the event constituting cause for such termination and MCA-Morocco II may (i) deduct such damages from the Fiscal Agent's remuneration and (ii) act in accordance with the rights set forth in Section 2.2(b).

(b) If the termination of this Agreement is pursuant to Section 3.3(a) or 3.3(b)(ii), the Fiscal Agent shall be entitled to receive those Fees incurred prior to the effective date of the termination and, in the event of a termination pursuant to Section 3.3(b)(ii), the Fiscal Agent shall be entitled to receive such reasonable and documented or unavoidable third-party expenses incurred by the Fiscal Agent prior to such effective date of termination ("***Administrative Expenses***"); ***provided, however***, that the Fiscal Agent shall seek to cancel such obligations and mitigate all such Administrative Expenses.

(c) Upon any termination of this Agreement, the Fiscal Agent shall ensure the orderly and timely transfer of all records, documents, data and information (together with all electronic and digital copies thereof) to MCA-Morocco II or such agent or representative designated by MCA-Morocco II (with MCC approval) or MCC, and the Fiscal Agent shall take any other actions reasonably requested by MCA-Morocco II or MCC to ensure the proper transition of any Agency Services, if applicable.

#### Section 3.5 Force Majeure.

(a) For purposes of this Section 3.5, an "event of force majeure" means the occurrence of any event that prevents either Party from performing any or all of its obligations pursuant to this Agreement, which event arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of such Party, such as acts of God, war, riot, civil commotion, armed conflict or terrorist attack, accidental or malicious damage, fire, flood or storm.

(b) If, due to an event of force majeure, either Party is unable to perform any of its obligations set forth herein, such failure to perform shall not constitute a default pursuant to this Agreement during the continuation of such event of force majeure, and for such time after such event of force majeure ceases as is absolutely necessary for such Party, using all reasonable endeavors, to recommence and perform its obligations; ***provided, however***, that such Party: (i) shall as soon as possible serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event of force majeure; (ii) shall take all reasonable steps to avoid such prevention or delay due to such event of force majeure; and shall use all reasonable endeavors to recommence and perform its obligations as quickly as possible following the occurrence of such event of force majeure; (iii) shall mitigate any expenses, losses or damages resulting from the event of force majeure; and (iv) shall give reasonable notice in

writing to the other Party of the termination of the event of force majeure. The corresponding obligations of the other Party will be suspended to the same extent.

(c) Subject always to the provisions of Section 3.5(b), if either Party is prevented from performance of a material portion of its obligations pursuant to this Agreement by reason of an event of force majeure for a continuous period in excess of sixty (60) days, either Party may terminate this Agreement by giving ninety (90) days written notice of such termination to the other Party, ***provided, however***, that any termination under this Section 3.5(c) shall not be effective until satisfaction of Sections 3.3(d) and 3.3(e); in the event of such termination neither Party will have any liability to the other from and after the date of such termination except with respect to any rights and liabilities which accrued prior to the date of such termination. Notwithstanding the foregoing, upon MCA-Morocco II's and MCC's receipt of evidence satisfactory to MCA-Morocco II and MCC that such event of force majeure prevents the Fiscal Agent from performing all of its material obligations under this Agreement, termination of this Agreement will not require the prior satisfaction of Sections 3.3(d) and 3.3(e).

(d) Nothing in this Section 3.5 shall entitle the Fiscal Agent to claim an event of force majeure in the event that MCA-Morocco II has suspended performance of this Agreement pursuant to Section 3.2 or has notified the Fiscal Agent that it intends to suspend such performance.

(e) Any dispute regarding this Section 3.5 shall be resolved in accordance with the dispute resolution provisions set forth in Section 4.8.

Section 3.6 Survival. Notwithstanding any expiration, suspension or termination of this Agreement, the following provisions of this Agreement shall survive: Sections 1.3, 1.4, 1.5, 1.6, 1.8, 1.9, 1.10, 1.11, 1.12, 2.2, 2.4, 3.5, 4.2, 4.4, 4.5, 4.7, 4.8, 4.12, 4.15 and 4.19 and Exhibit C.

### Section 3.7 Combating Trafficking in Persons

MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons ("TIP"). In pursuance of this policy, the following provisions shall apply to this Agreement:

(a) For purposes of the application and interpretation of this Section 3.7, the terms, "coercion", "commercial sex act," "debt bondage," "employee," "forced labor" "fraud," "involuntary servitude," "trafficking in persons," and "sex trafficking" have the meanings given such terms in Part 15 [Combating Trafficking in Persons] of MCC's Program Procurement Guidelines and such definitions are incorporated by reference into this Section 3.7.

(b) The Fiscal Agent, or any of its personnel, any subcontractor, or any agent or affiliate of any of the foregoing shall not:

(i) engage in trafficking during the period of performance of the Agreement;

- (ii) procure commercial sex acts during the period of performance of the Agreement; or
- (iii) use forced labor in the performance of the Agreement.

(c) The Fiscal Agent shall:

- (i) fulfill its obligations under this Section 3.7 and any additional obligations related to TIP that may be set forth in the Agency Services, Exhibit A, or any other documents that make up this Agreement;
  - (ii) notify Personnel with respect to MCC's policy regarding TIP and prohibited activities described in this Section 3.7;
  - (iii) notify MCA-Morocco II within 24 hours or as soon as reasonably possible upon the Fiscal Agent:
    - (1) becoming aware of any information it receives from any source (including law enforcement) that alleges any Personnel, subcontractor, or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC's TIP policy; or
    - (2) taking any action against any Personnel, subcontractor or any of its personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
    - (3) ensure that any sub-contract entered into by the Fiscal Agent, as permitted by this Agreement, includes the substance of the provisions of this Section 3.7.
- (d) In addition to any other remedies that may be available under the terms of this Agreement or the applicable laws of Morocco, any breach of this Section 3.7 may result in:
- (i) MCA-Morocco II requiring the Fiscal Agent to remove the involved Personnel, subcontractor or any of its involved personnel, or any involved agent or affiliate;
  - (ii) MCA-Morocco II requiring the termination of a subcontract or subaward;
  - (iii) suspension of payments until the breach is remedied to the satisfaction of MCA-Morocco II and MCC;
  - (iv) loss of incentive payment, consistent with the incentive plan set out in the Agreement, if any, for the performance period in which MCA-Morocco II or MCC determine the breach remains unremedied;

(v) MCA-Morocco II or MCC pursuing sanction of the Fiscal Agent, including declaring the Fiscal Agent ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and

(vi) Termination by MCA-Morocco II or MCC of the Consultant's employment under the Contract and expelling him from the country, in which case the provisions of GCC 3.3 [Termination] shall apply as if such expulsion had been under Sub-clause 2.7.1 (d).

Section 3.8 Prohibition of Forced or Compulsory Labor. The Fiscal Agent shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

Section 3.9 Prohibition of Harmful Child Labor. The Fiscal Agent shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Section 3.10 Prohibition of Sexual Harassment. The Fiscal Agent shall implement a policy prohibiting sexual harassment, including an incident referral and reporting plan, in form and substance satisfactory to the MCA Entity and MCC. The Fiscal Agent shall be responsible for ensuring that all Subcontractor's and Fiscal Agent's Personnel understand and operate in accordance with the principles and requirements of the policy.

## ARTICLE IV.

### MISCELLANEOUS

Section 4.1 Representations and Warranties of the Fiscal Agent. The Fiscal Agent hereby represents and warrants to MCA-Morocco II that, as of the Effective Date:

(a) it is a [ ] duly formed, validly existing and in good standing under the laws of [ ], and has all requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder;

(b) it has duly authorized, executed and delivered this Agreement;

(c) this Agreement constitutes a valid and legally binding obligation of the Fiscal Agent, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles;

(d) neither the execution and delivery of this Agreement, nor the performance by the Fiscal Agent of its obligations hereunder will, with or without the giving of notice or the passage of time or both: (i) violate any provision of applicable laws or regulations; (ii) violate the provisions of its organizational documents; (iii) violate any judgment, decree, order or award of any court or governmental authority applicable to it; or (iv) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, any instrument or agreement to which it is a party or by which it or any of its assets is bound;

(e) no consents or approvals of any person other than the approval of its board of directors or similar governing body are required in connection with the execution and delivery of this Agreement or the performance by it of its obligations under this Agreement;

(f) no petition, notice, or order has been presented, no order has been made and no resolution has been passed for its bankruptcy, liquidation, winding-up or dissolution; no receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of its income or assets, nor does it have any plan or intention of, nor has it received any notice that any other person has any plan or intention of, filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary;

(g) no payments have been made or caused to be made by the Fiscal Agent to any third party, including any Government official, in connection with this Agreement or the Program in violation of the FCPA or that otherwise would have been in violation of the FCPA if the party making such payments was a United States person or entity; and no payments have been made, or caused to be made, by the Fiscal Agent to any third party in connection with this Agreement in violation of any applicable laws or regulations of Morocco relating to anti-bribery and corruption;

(h) the information contained in the Fiscal Agent's proposal (dated [\_\_\_\_]) and any agreement, report, statement, communication, or document otherwise delivered or otherwise communicated to MCA-Morocco II or its agents or representatives or to MCC or its agents or representatives by or on behalf of the Fiscal Agent in connection with this Agreement (i) is true, accurate and complete in all material respects and (ii) does not omit any fact known to the Fiscal Agent that if disclosed would (A) alter in any material respect the information delivered, (B) would likely have a material adverse effect on the Fiscal Agent's ability to effectively provide, or ensure the effective provision of, the services contemplated by this Agreement or to otherwise carry out its responsibilities or obligations under this Agreement, or (C) have likely adversely affected MCA-Morocco II determination to enter into this Agreement; and

(i) the Fiscal Agent, its personnel, subcontractors and associates are not (i) blacklisted from participation in procurements funded by The World Bank, (ii) debarred or suspended from participation in procurements funded by the United States Government, or (iii) otherwise prohibited from receiving assistance by applicable United States law or executive order or United States policies including under any then-existing anti-terrorist laws or policies.

#### Section 4.2 Confidentiality.

(a) Each Party and its directors, officers, employees, agents, advisors and representatives shall hold, and shall use commercially reasonable efforts to cause its Affiliates to hold, in strict confidence from any person (other than any such Affiliate or the other Party) all documents, reports, cost estimates technical and other data and other information, including financial information, pertaining to this Agreement, the transactions contemplated hereby or the Program, including the Permitted Accounts and the Fiscal Accountability Plan, that are not otherwise publicly available (“**Confidential Information**”); **provided, however**, that all Confidential Information shall be provided to MCC and may be provided by MCC to any employees, contractors, agents, representatives of MCC, the Inspector General, the General Accountability Office, or others designated by MCC; **provided, further**, that each of MCC and MCA-Morocco may post on its respective website or otherwise make publicly available certain information, including quarterly financial reports, in accordance with the 609(g) Agreement, the Compact, the Program Implementation Agreement or any Supplemental Agreement. The Fiscal Agent shall ensure that only those with a need to know and under similar obligations of confidentiality shall have access to any and all Confidential Information provided to the Fiscal Agent or otherwise generated in connection with this Agreement and the Program.

(b) Notwithstanding Section 4.2(a), in the event that either Party is required to disclose any Confidential Information (i) in connection with any judicial or administrative proceedings or (ii) in order, in the reasonable opinion of counsel to the disclosing Party, to avoid violating applicable laws, the disclosing Party will in advance of such disclosure provide the other Party with prompt notice of such requirement(s). Each Party also agrees, to the extent legally permissible, to provide the other Party, in advance of any such disclosure, with copies of any Confidential Information it intends to disclose (and, if applicable, the text of the disclosure language itself) and to cooperate with the other Party to the extent such other Party may reasonably seek to prevent or otherwise limit such disclosure.

Section 4.3 Prohibition on Set-Off. The Fiscal Agent waives any and all rights of set-off, combination of accounts or counterclaim or any other right whatsoever it may have or hereafter acquire to apply amounts outstanding hereunder in discharge or satisfaction of any cost, right of reimbursement, expense, loss or other liability of the Fiscal Agent and all such rights are hereby released by the Fiscal Agent. All payments made by the Fiscal Agent under this Agreement shall be made without any deduction, withholding, set-off or counterclaim of any kind.

Section 4.4 Communications. Any notice, certificate, request, report, approval, document or other communication required, permitted, or submitted by either Party to the other under this Agreement shall be (a) in writing, (b) in English, and (c) deemed duly given: (i) upon personal delivery to the Party (or MCC, as applicable) to be notified; (ii) when sent by confirmed facsimile or electronic mail, if sent during normal business hours of the recipient Party (or MCC, as applicable), if not, then on the next business day; or (iii) three (3) business days after deposit with an internationally recognized overnight courier, specifying next day delivery with written verification of receipt, to the Party (or MCC, as applicable) to be notified at the address indicated below, or at such other address as such Party (or MCC, as applicable) may designate by notice to the other Party (and MCC):

To the Fiscal Agent:

[ ]  
[ ]  
[ ]  
Attention: [ ]  
Facsimile: [ ]  
Email: [ ]  
  
[[ ]  
[ ]  
[ ]  
Attention: [ ]  
Facsimile: [ ]  
Email: [ ]

To:MCA-Morocco II

M. Abdelghni LAKHDAR,  
National Coordinator,  
Les Services du Chef du Gouvernement(SCG), chargés du Compact II / MCA-Morocco  
Annexe de la Présidence du Gouvernement. Avenue Allal EL FASSI- Madinat AL IRFAN Hay  
Riad, 3<sup>ème</sup> étage, Bureau n°321, Rabat- Maroc-  
Email: [lakhdar@cg.gov.ma](mailto:lakhdar@cg.gov.ma) and must be copied to [procurement@cg.gov.ma](mailto:procurement@cg.gov.ma)

Tél (+212) 0537 21 38 38 / Fax: (+212) 0537-77-88-26

At an address, and to the attention of the person, to be designated in writing to the Procurement Agent and MCC by MCA-Morocco II.

To MCC:

Millennium Challenge Corporation  
Attention: Vice President, CompactOperations  
(with a copy to the Vice President and General Counsel)  
875 Fifteenth Street, N.W.  
Washington, D.C. 20005  
United States of America  
Facsimile: +1 (202) 521-3700  
Email: [VPOperations@mcc.gov](mailto:VPOperations@mcc.gov) (Vice President, Compact Implementation);  
[VPGeneralCounsel@mcc.gov](mailto:VPGeneralCounsel@mcc.gov) (Vice President and General Counsel)

Whenever under the terms hereof the time for giving a notice or performing an act falls on a day that is not a business day, such time shall be extended to the next day that is a business day. [Until such time as the Parties have agreed otherwise in writing to replace [ ] as the sole point of contact for the Fiscal Agent pursuant to Section 2.7(b), any notice, certificate, request, report, approval, document or other communication provided or submitted to [entity that is sole

point of contact] in accordance with this Section 4.4 shall be deemed to have been properly given to [second entity].]<sup>6</sup>

Section 4.5 Assignment.

(a) This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assignees.

(b) The Fiscal Agent may not assign, delegate, subcontract (except as provided for in Section 1.7 and approved by MCC) or otherwise transfer any of its rights or obligations under this Agreement (i) without the prior consent of MCA-Morocco II and MCC, and (ii) until the prospective assignee has duly executed an assignment and assumption agreement prior to such transfer, signed by the Parties and approved in writing by MCC, under which the Fiscal Agent assigns to such assignee all of its right, title and interest to this Agreement and such assignee assumes all such rights and obligations of the Fiscal Agent then existing under this Agreement.

(c) Subject to subsection (d) below, MCA-Morocco II may not assign, delegate, subcontract or otherwise transfer any of its rights or obligations under this Agreement (i) without the prior consent of the Fiscal Agent and MCC and (ii) until the prospective assignee has duly executed an assignment and assumption agreement prior to such transfer, signed by the Parties and approved in writing by MCC, under which MCA-Morocco II assigns to such assignee all of its right, title and interest to this Agreement and such assignee assumes such rights and obligations of MCA-Morocco II then existing under this Agreement. Notwithstanding the foregoing, MCA-Morocco II may assign any claims under this Agreement to MCC, which assignment shall be effective upon receipt by the Fiscal Agent of notice of the assignment duly signed by MCA-Morocco II and MCC.

(d) Upon execution of this Agreement by MCA-Morocco II, all references in this Agreement to MCA-Morocco II shall be deemed references solely to MCA-Morocco II, all rights and obligations of MCA-Morocco II under this Agreement shall be solely rights and obligations of MCA-Morocco II and only MCA-Morocco II may take such actions or exercise such rights.

Section 4.6 Representatives. Unless otherwise agreed by the Parties, for all purposes relevant to this Agreement, (a) MCA-Morocco II shall be represented by the individual holding the position of, or acting as, the Director General of MCA-Morocco II (“**MCA Principal Representative**”) and (b) the Fiscal Agent shall be represented by the individual holding the position of, or acting as, its [ ] (the “**Fiscal Agent Principal Representative**” and together with the MCA Principal Representative, each a “**Principal Representative**” and, collectively, the “**Principal Representatives**”), each of whom, by notice, may designate one or more additional representatives (each, an “**Additional Representative**”) for all purposes other than signing amendments to this Agreement. The names of each Party’s Principal Representative and its respective Additional Representatives shall be provided, with specimen signatures, to the other Party, and each Party may accept as duly authorized any instrument signed by such Principal Representative or Additional Representative relating to the implementation of this

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<sup>6</sup>Insert section if winning bid was two entities acting pursuant to a joint venture.

Agreement, until receipt of notice of revocation of their authority. A Party may replace its Principal Representative or an Additional Representative with a new representative upon written notice to the other Party, which notice shall include the specimen signature of the new Principal Representative or Additional Representative, as the case may be.

Section 4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and regulations of The Government of the Kingdom of Morocco.

Section 4.8 Dispute Resolution.

(a) The parties agree to attempt to resolve any dispute, controversy or claim between them arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, promptly, equitably, and in a good faith manner.

(b) All disputes, controversies or claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, that cannot be settled amicably by the Parties within thirty (30) days of notification of such dispute, controversy or claim, shall be finally settled by arbitration under the rules of arbitration of the United Nations Commission on International Trade Law (the “Rules”) by a tribunal composed of three arbitrators appointed in accordance with the Rules. If the two Party-nominated arbitrators fail to reach an agreement on the appointment of the chairman of the tribunal within thirty (30) days of the confirmation of the second arbitrator, the chairman shall be appointed by an appointing authority in the same way as a sole arbitrator would be appointed under article 6 of the Rules.

(c) Unless otherwise agreed in writing by the Parties, the arbitration shall be conducted in the English language. The seat of the arbitration shall be Casablanca, Morocco.

(b) Without limiting the terms of Section 4.15, MCC has the right to be an observer to any arbitration proceeding hereunder, in either case at its sole discretion, but does not have the obligation to participate in any arbitration proceeding, in any capacity. Whether or not MCC is an observer or a party to any arbitration hereunder, the Parties shall provide MCC with written transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (i) each such proceeding or hearing or (ii) the date on which any such award is issued. MCC may enforce its rights hereunder in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer or a party to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of The Government of the Kingdom of Morocco or any other jurisdiction or to the jurisdiction of any arbitral panel.

(c) The costs associated with any settlement efforts before arbitration or associated with arbitration shall be allocated between MCA-Morocco II and the Fiscal Agent as follows: (i) each Party shall be responsible for its own attorneys’ fees and expenses, (ii) costs related to translation or interpretation shall be shared equally by the Parties, and (iii) all other costs associated with the arbitration shall be allocated as determined by the arbitration panel.

Section 4.9 Ownership of Documents. The copyright in all reports and related data and documents such as maps, diagrams, plans, statistics and supporting material prepared by the Fiscal Agent, or made available by the Fiscal Agent to MCA-Morocco II, under this Agreement

shall pass to MCA-Morocco II, unless otherwise specified by MCA-Morocco II in writing to the Fiscal Agent by MCC or MCA-Morocco II (with the prior written consent of MCC).

Section 4.10 Relationship of the Parties. This Agreement does not create a joint venture, partnership, or other similar relationship between the Parties.

Section 4.11 Amendment; Waiver. The Parties may amend this Agreement by entering into a written amendment to this Agreement signed by the Principal Representatives of the Parties; ***provided, however***, that any such amendment shall be subject to, and shall not be effective without, the prior approval of MCC. The Parties further agree that any waiver, permit, consent or approval of any kind or character on any Party's part of any breach, default or noncompliance under this Agreement or any waiver on such Party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

Section 4.12 Nonwaiver of Remedies. The Parties agree that no delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach, default or noncompliance by another Party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. All remedies, either under this Agreement, by law, or otherwise afforded to any Party, shall be cumulative and not alternative.

Section 4.13 Attachments. Any exhibit, schedule or other attachment expressly attached hereto (together, the "***Attachments***") is incorporated herein by reference and shall constitute an integral part of this Agreement.

Section 4.14 Headings. The Section and Subsection headings used in this Agreement are included for convenience only and are not to be considered in construing or interpreting this Agreement.

Section 4.15 MCC as Third Party Beneficiary; Reserved Rights.

(a) This Agreement is for the exclusive benefit of the Parties and their respective permitted successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever, with the exception of MCC, which is hereby designated as third party beneficiary to this Agreement and shall have all of the rights provided to or reserved for it throughout this Agreement.

(b) MCC is a U.S. Government corporation acting on behalf of the U.S. Government in the implementation of the Compact. As such, MCC has no liability under this Agreement, the 609(g) Agreement, the Compact, the Program Implementation Agreement or any other Supplemental Agreement, is immune from any action or proceeding arising under or relating to this Agreement, the 609(g) Agreement, the Compact, the Program Implementation Agreement or any other Supplemental Agreement and MCA-Morocco II and the Fiscal Agent hereby waive and release all claims related to any such liability. In matters arising under or relating to the 609(g) Agreement, the Compact or this Agreement, MCC is not subject to the jurisdiction of the courts or any other body of The Government of the Kingdom of Morocco or any other jurisdiction.

(c) The Parties further agree that (i) MCC shall have final approval rights with respect to the terms and conditions of this Agreement, any amendments hereto, and any documents in connection with or related to this Agreement and the activities contemplated hereunder; (ii) MCC, in reserving any or all of its approval or other rights hereunder, 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 any of its 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; (iii) MCC may, from time to time, exercise its rights, or discuss matters related to these rights or this Agreement with the Parties jointly or separately, without thereby incurring any responsibility or liability to the Parties jointly or separately; (iv) any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar MCA-Morocco II or MCC from asserting any right, or relieve the Fiscal Agent of any liability which the Fiscal Agent might otherwise have to MCA-Morocco II or MCC (or MCC Indemnified Parties); and (v) MCC shall have the right, as set forth in this Agreement, to receive copies of reports and other documentation delivered to the Fiscal Agent, MCA-Morocco II or any other governmental body or person.

(d) For the benefit of MCC, the Fiscal Agent shall comply with all of the terms of and its obligations under this Agreement and the Bank Agreement.

(e) For the avoidance of doubt, MCC shall incur no obligations or liabilities under this Agreement, whether as a result of its third-party beneficiary status or otherwise. In no event shall anything in this Agreement be construed as a waiver of immunity from, or submission by MCC to, the jurisdiction of the courts of The Government of the Kingdom of Morocco or of any other jurisdiction, or to any other body, or to the arbitral body or any arbitration under Section 4.8.

(f) Notwithstanding Section 4.11 of this Agreement, the Parties hereby agree that the designation of MCC as third party beneficiary to this Agreement is and shall remain irrevocable, and the Parties further agree that no action is or shall be required by MCC to evidence its acceptance of such designation.

Section 4.16 Severability. If one or more provisions of this Agreement is held to be unenforceable under any applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

Section 4.17 Entire Agreement. This Agreement, including all Attachments, and all certificates, documents or agreements executed and delivered in connection with and in furtherance of this Agreement, when executed and delivered, shall constitute the entire agreement of the Parties with respect to the subject matter hereof, superseding and extinguishing all prior agreements, understandings and representations and warranties relating to the subject matter hereof.

Section 4.18 Counterparts; Signatures. This Agreement may be executed in one or more counterpart signatures, and each counterpart when so executed and delivered shall be an original instrument, but such counterparts together shall constitute a single agreement. Except as the

Parties may otherwise agree in writing from time to time, a signature delivered by facsimile or electronic mail in accordance with Section 4.4 shall be deemed an original signature, and the Parties hereby waive any objection to such signature or to the validity of the underlying agreement on the basis of the signature's legal effect, validity or enforceability solely because it is in facsimile or electronic form. Such signature shall be accepted by the receiving Party as an original signature and shall be binding on the Party delivering such signature.

Section 4.19 Waiver of Immunity. Each Party, as to itself and its assets, hereby irrevocably and unconditionally waives any right of immunity (sovereign or otherwise) and agrees not to claim or assert any immunity with respect to the matters covered by this Agreement or any arbitration, suit or action with respect to this Agreement, whether arising by statute or otherwise, which it may have or may subsequently acquire, including rights under the doctrines of sovereign immunity and act of state, immunity from legal process (including service of process or notice, pre-judgment or pre-award attachment, attachment in aid of execution, or otherwise), immunity from jurisdiction or judgment of any court, arbitrator or tribunal (including any objection or claim on the basis of inconvenient forum), and immunity from enforcement or execution of any award or judgment or any other remedy.

Section 4.20 Definitions. All capitalized terms used and defined herein shall have the meaning given such terms in this Agreement.

Section 4.21 Rules of Construction. The following rules of construction shall be followed when interpreting this Agreement:

- (a) words importing the singular also include the plural and vice versa;
- (b) references to natural persons or parties include firms or any other entity having legal capacity;
- (c) words importing one gender include the other gender;
- (d) the words "include," "including," and variants thereof mean "includes, but not limited to" and corresponding variant expressions;
- (e) except as otherwise set forth herein, all references contained herein to contracts, agreements, or other documents shall be deemed to mean such contracts, agreements or documents, as the same may be modified, supplemented, or amended from time to time;
- (f) each reference to any law shall be construed as a reference to such law as it may have been, or may from time to time be, amended, replaced, extended or re-enacted and shall include any subordinate legislation, rule or regulation promulgated under any such law and all protocols, codes, proclamations and ordinances issued or otherwise applicable under any such law;
- (g) the terms "hereof," "herein," "hereto," "hereunder" and words of similar or like import, refer to this entire Agreement and not any one particular Article, Section, Schedule, or other subdivision of this Agreement;

(h) except as otherwise expressly specified herein, any reference to an Article, Section, clause, Exhibit or Schedule shall mean an Article, Section, clause, Exhibit or Schedule of this Agreement;

(i) all references to notices, permits, licenses, consents, requests, instructions, approvals, and authorizations and any equivalent actions hereunder shall mean written notices, permits, licenses, consents, requests, instructions, approvals, and authorizations in accordance with Section 4.22;

(j) any reference to “business days” shall mean any day other than a Saturday, Sunday, commercial banking holiday in Morocco or Washington, D.C., United States of America, or a national/public or federal holiday in The Government of the Kingdom of Morocco or the United States of America; and any reference to “day” shall mean a calendar day; and

(k) any reference to “month,” “quarter” or “year” shall have the common meaning given such terms based on a Gregorian calendar year beginning on January 1 and ending on December 31 and divided into four approximately equal quarters beginning on each January 1, April 1, July 1 and October 1 of each such respective calendar year.

Section 4.22 Written Consents, Approvals and Notices. Notices, permits, consents, licenses, approvals, requests, instructions and authorizations, and any equivalent actions, to be provided or made hereunder shall only be effective if done in writing.

Section 4.23 Language. This Agreement is prepared and executed in English. In the event of any ambiguity or conflict between this official English version and any other version translated into any language for the convenience of the Parties, this official English language version shall prevail.

**[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]**

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

*Les services du Chef de Gouvernement(SCG), chargés du Compact II/MCA-Morocco*

By: \_\_\_\_\_  
Name:  
Title:  
Date:

[\_\_\_\_\_] ,  
asFiscal Agent

By: \_\_\_\_\_  
Name:  
Title:  
Date:

MCA-Morocco II, acting through its duly authorized representative, has joined this Fiscal Agent Agreement and shall be entitled to the benefit of and subject to its provisions as of the date first written below.

MCA-Morocco II, on behalf of the Government of Morocco

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**EXHIBIT A**  
**DESCRIPTION OF AGENCY SERVICES**

*[TO BE PROVIDED BASED ON RFP TERMS OF REFERENCE]*

**EXHIBIT B**  
**STAFFING AND SUBCONTRACTOR PLAN**

*[TO BE PROPOSED BY THE FISCAL AGENT AND AGREED DURING NEGOTIATIONS]*

## EXHIBIT C

### FEES

Price	Total in US Dollars
Base Period	
Option Period 1	
Option Period 2	
Option Period 3	
Option Period 4	
Option Period 5*	

\*The base period and each option year prices assume a period of 365 days. Should the option year 5 be extended in accordance with Section 3.1 of the Agreement the Fees for this period will increase proportionally.

A pro-rated portion of each period's Fee will accrue on a daily basis.

The Fiscal Agent will invoice MCA-Morocco II **for** Agency Services as follows:

For the Base Period, the Fiscal Agent's fee will be payable in five (5) equal installments; the Fiscal Agent will invoice MCA-Morocco II for Agency Services at the end of each of the first, third, sixth, ninth and twelfth calendar months after the Effective Date.

For each following option period, the Fiscal Agent's fee will be payable monthly in arrears; the Fiscal Agent will invoice MCA-Morocco II for Agency Services in such option periods at the end of each of month after the commencement of such option period.

Payments of the Fiscal Agent's Fees shall be made against receipt by MCA-Morocco II of the Fiscal Agent's invoices as described above within thirty (30) days of delivery and acceptance of the Fiscal Agent's invoice by MCA-Morocco II.

## EXHIBIT D

### DEFINITIONS

**“609(g) Agreement”** shall have the meaning set forth in the Recitals to this Agreement.

**“Action”** shall have the meaning set forth in Section 2.3(b).

**“Additional Representative”** shall have the meaning set forth in Section 4.6.

**“Agency Services”** shall have the meaning set forth in Section 1.3.

**“Agreement”** shall have the meaning set forth in the Preamble to this Agreement.

**“Attachments”** shall have the meaning set forth in Section 4.13.

**“Audit Plan”** shall mean a plan for the audit of certain expenditures adopted and implemented by MCA-Morocco II in accordance with the terms of the Program Implementation Agreement.

**“Bank”** shall mean the bank approved to hold the Permitted Accounts pursuant to the terms of the Program Implementation Agreement and the Bank Agreement.

**“Bank Agreement”** shall mean an agreement between MCA-Morocco II, the Fiscal Agent and the Bank that sets forth the signatory authority, access rights, anti-money laundering and anti-terrorist financing provisions, and other terms related to the Permitted Accounts.

**“Bank Assignment and Assumption Agreement”** shall have the meaning set forth in Section 3.3(e).

**“Compact”** shall have the meaning set forth in the Recitals to this Agreement.

**“Compact Implementation Document”** shall have the meaning set forth in Section 1.8]

**“Compact Implementation Funding”** shall mean an amount, expressed in United States Dollars, that MCC grants to the Government pursuant to Section 2.2(a) of the Compact to help the Government implement the Program, and support the activities more particularly defined in Section 2.2 of the Compact.

**“Compact Records”** shall mean accounting books, records, documents and other evidence relating to the Compact adequate to show to MCC’s satisfaction the use of all MCC Funding in accordance with Section 3.7 of the Compact.

**“Confidential Information”** shall have the meaning set forth in Section 4.2.

**“Disbursement”** shall mean a disbursement of MCC Funding for expenditures incurred in furtherance of the Program in accordance with the Compact and the Program Implementation Agreement.

**“Disbursement Period”** shall mean each quarter during the term of the 609(g) Agreement and the Compact or such other period of time to which MCC agrees for which Disbursements are made.

**“Effective Date”** shall have the meaning set forth in the Preamble to this Agreement.

**“FCPA”** shall have the meaning set forth in Section 2.6(d).

**“Fees”** shall have the meaning set forth in Section 2.2(a).

**“Fiscal Accountability Plan”** shall mean the Fiscal Accountability Plan adopted and implemented pursuant to Section 2.2 of the Program Implementation Agreement.

**“Fiscal Agent”** shall have the meaning set forth in the Preamble to this Agreement.

**“Fiscal Agent Losses”** shall have the meaning set forth in Section 2.4(c).

**“Fiscal Agent Principal Representative”** shall have the meaning set forth in Section 4.6.

**“General Provisions Annex”** means MCC’s “Annex A: Additional Provisions” of the Standard Bidding Document Form of Contract for Procurement of Large Works without Pre-qualification which may be found on the MCC website at <https://www.mcc.gov/pages/business/guidelines>.

**“Government”** is the Government of the Kingdom of Morocco.

**“Implementation Plan Documents”** shall mean that set of documents, in form and substance approved by MCC, consisting of (a) the Work Plan, (b) the Detailed Financial Plan, (c) the Indicator Performance Plan and (d) an Audit Plan, all as defined in and as developed, adopted and implemented by the Government in accordance with the Program Implementation Agreement, and which term shall include the 609(g) Implementation Plan Documents (as defined in the 609(g) Agreement).

**“Inspector General”** shall mean the Inspector General of MCC.

**“Interim Fiscal Accountability Plan”** shall mean the Interim Fiscal Accountability Plan implemented in accordance with Section 2.1(b) and which will be attached to the executed Fiscal Agent Agreement as Exhibit E.

**“Local Account”** shall mean an account in the local currency of the [Country] at a bank acceptable to MCC and to which the Fiscal Agent may authorize deposits in Moroccan dirham.

**“MCA-Morocco II”** shall have the meaning set forth in the Preamble to this Agreement.

**“MCA-Morocco II Losses”** shall have the meaning set forth in Section 2.4(a).

**“MCA-Morocco II Principal Representative”** shall have the meaning set forth in Section 4.6.

“**MCC**” shall have the meaning set forth in the Recitals to this Agreement.

“**MCC Funding**” shall mean any amount, expressed in United States Dollars, that MCC may grant to the Government pursuant to the Compact or the 609(g) Agreement to help the Government implement the Program, as more particularly defined in the Compact and the 609(g) Agreement.

“**MCC Program Procurement Guidelines**” shall mean program procurement guidelines which MCC may provide the Government in writing or by posting on the MCC Website.

“**MCC Indemnified Party**” shall have the meaning set forth in Section 2.4(a).

“**MCC Website**” shall mean [www.mcc.gov](http://www.mcc.gov).

“**Party**” and “**Parties**” shall have the meanings set forth in the Preamble to this Agreement.

“**Paying Agent**” shall mean MCC or any person or entity engaged by MCC to (a) process payments to vendors for goods, works or services received by MCA-Morocco II and (b) transfer the necessary amount of funds into the Local Account to settle payments in the currency of Morocco.

“**Permitted Account**” shall mean one or more bank accounts established by the MCA-Morocco II and acceptable to MCC pursuant to the terms of the Compact and the Program Implementation Agreement.

“**Permitted Designee**” shall mean any entity designated by the Government in accordance with the terms of the Program Implementation Agreement to oversee and manage the implementation of the Program on behalf of the Government.

“**Principal Representative**” and “Principal Representatives” shall have the meanings set forth in Section 4.6.

“**Procurement Agent**” shall mean an entity [to be appointed to act] as the procurement agent under the terms of an agreement [to be entered into] by and between MCA-Morocco II and such entity pursuant to which such entity agrees to provide procurement services to the Government.

“**Procurement Agent Agreement**” shall mean an agreement [to be entered into] by and between the MCA-Morocco II and the Procurement Agent pursuant to which the Procurement Agent agrees to provide procurement services to the Government.

“**Procurement Plan**” shall mean the procurement plan adopted and implemented pursuant to the terms of the Program Implementation Agreement and Procurement Agent Agreement.

“**Program**” shall mean the program to achieve the goal and objectives of the Compact as set forth in the Compact.

***“Program Assets”*** shall mean MCC Funding, interest accrued thereon, and any assets, goods, or property (real, tangible, or intangible) purchased or financed in whole or in part (directly or indirectly) by MCC Funding.

***“Program Implementation Agreement”*** shall mean the Program Implementation Agreement, entered into or to be entered into between the Government and the United States of America, acting through MCC.

***“Project”*** shall mean the projects that make up the Program as more particularly described in Annex I to the Compact.

***“Records”*** shall mean accounting books, records, documents and other evidence relating to the 609(g) Agreement and the Compact adequate to show to MCC’s satisfaction the use of all MCC Funding in accordance with the relevant sections of the 609(g) Agreement and the relevant sections of the Compact.

***“Successor Fiscal Agent”*** shall have the meaning set forth in Section 3.3(d).

***“Successor Fiscal Agent Agreement”*** shall have the meaning set forth in Section 3.3(e).

***“Supplemental Agreement”*** shall have the meaning set forth in the Program Implementation Agreement.

***“Taxes”*** shall mean any existing or future taxes, duties, levies, contributions or other charges of or imposed inMoroccoon the Program, MCC Funding, interest or earnings on MCC Funding, any Project or activity implemented under the Program, goods, works, services and other assets and activities related to the Program or any Project, persons and entities that provide such goods, works, services and assets or perform such activities, and income, profits and payments with respect thereto. ***“Term”*** shall have the meaning set forth in Section 3.1.

***“SCG”*** shall have the meaning provided in the Preamble to this Agreement.

## Section 6 Terms of Reference

### FISCAL AGENT

#### TERMS OF REFERENCE

The Fiscal Agent shall act on behalf of **MCA-Morocco II** to provide a broad range of financial management services that are requested by MCA-Morocco II to implement the activities funded under the 609(g) Agreement and the Compact with MCC Funding (the “**Program**”). In this capacity, the Fiscal Agent shall diligently oversee, discharge, and perform all services necessary to ensure that all financial management activities are conducted in strict compliance with the principles, rules, and procedures set out in the 609(g) Agreement, the Compact and any Supplemental Agreements as defined in the Compact.

The Government of the Kingdom of Morocco, represented by **MCA-Morocco II**, intends to award a contract for Fiscal Agent professional services. The term of the contract is **one (1) year base period and five (5) option periods**. The base period will be for the first twelve (12) month period; option periods will be for twelve (12) months each. However, the final option period may be more or less than twelve (12) months and may include an up to 120-day closeout period after the expiration of the Compact and as may be determined by MCA-Morocco II and MCC. The contract Base Period is fully funded at contract award. The extension of the contract for the option periods is contingent upon contractor performance and availability of funding.

The goal of the Compact will be poverty reduction through private sector led economic growth. The Compact programs currently being evaluated may result in a grant of up to approximately four hundred fifty million United States Dollars (\$450,000,000). The Compact will focus on the following projects<sup>7</sup>:

( *a*) **Education and Training for Employability Project:** The proposed Project aims to increase the employability and employment rate of Moroccan youth by improving the quality, relevance, and equitable access to secondary education and workforce development programs in target regions in response to private sector needs.

➔ **Secondary Education:** The objective of this activity is to demonstrate a cost-effective, sustainable, and scalable model of 21<sup>st</sup> Century Schools for delivering quality and relevant secondary education focused on employability competencies. For students, this will result in improved employability through increased academic achievement as well as the acquisition of foundational soft, information and communication technology, and language skills. Results will be measured through improved test scores (both traditional rigorous competency tests and measures of soft skills). Equitable access will be measured mainly through reduction in drop-outs, especially for girls in rural areas and for vulnerable youth in urban areas.

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<sup>7</sup>The projects described in this section are under review and subject to change in their entirety. The projects contained in a Compact may differ from those described herein. The Compact would provide definition and direction to the scope of work to be accomplished.

- ➔ **Workforce Development:** The objective of this activity is to 1) increase the employability and employment rate of Moroccan youth by improving the quality, relevance, and equitable access to technical training programs that respond to private sector needs; 2) provide effective, inclusive employment services to help unemployed or economically inactive women and unemployed, at-risk urban/peri-urban youth obtain quality jobs; and 3) support the operationalization of a labor market observatory to provide a broad range of stakeholders with dynamic labor market information to improve data-driven decision-making.

**(b) Land Productivity Project:** The proposed Project will increase land productivity and investment in Morocco by enabling rural and industrial land markets to better respond to investor demand and modernizing the legal, regulatory, and procedural frameworks related to land and property rights.

- ➔ **Governance:** The objective of the Governance Activity is to support the GoM in developing a land productivity strategy to guide reform and strengthen the legal, regulatory, procedural, and institutional building blocks necessary to respond to governance and land market constraints.
- ➔ **Rural Land:** The objective of the Rural Land Activity is to increase rural productivity by developing and piloting more efficient and inclusive procedures for converting collective land to private ownership (hereinafter “*melkisation*”) that can be implemented within three years or less, and can be replicated by the GoM in the *melkisation* of the remaining two million HA of arable collective land.
- ➔ **Industrial Land:** The objective of the Industrial Land Activity is to transform the way the GoM brings industrial land to market, from a state- to a market-driven approach. By developing GoM expertise and using public-private partnerships (PPPs) for industrial development, the activity seeks to foster private sector participation in the development and management of zones to ensure that such development and management responds to private sector demand and meets the needs of enterprises in terms of location, land offering, infrastructure and services.

In the implementation of the Compact as described above, MCA-Morocco II will adopt and implement a management information system (“*MCA-MIS*” as described below). Use of this system by the Fiscal Agent is required.

The MCA MIS is based on SAP ECC 6.0, All-in-One solution. SAP is a fully integrated solution with budgetary controls and a procurement module that integrates commitments of funds, the receipt of goods, works and services, invoicing and payment.

Specifically, the SAP solution scope includes the following functional areas:

- Financial Accounting & Controlling (FI/CO): General Ledger, Accounts Payable and Memo Asset Accounting.
- Funds Management (FM): Fund Accounting, Budgetary Control, Budget Execution and Commitment Accounting.
- Materials Management (MM): Vendor Master Data, Requisition and Purchase Order Management, Goods Receipt and Invoice Verification.
- Project System (PS): Project budget structure against which costs are recorded.

Additionally, the solution includes a package of MCC mandatory reports and forms, as well as pre-configured SAP reports. The solution scope does not include the following:

- Human resources module.
- Payroll system.
- Workflow management.
- Document management system.
- Detailed project management (MCA-Morocco II will still use standard project management tools).

The terms and oversight of this MCA-MIS will be detailed in a SAP User Access Management Guide (“**SAP Guide**”), that will be included as part of the Fiscal Accountability Plan. By operating the MCA-MIS, MCA-Morocco II will take direct responsibility for the MCA-MIS related terms and conditions under this Agreement. Regardless, the Fiscal Agent continues to maintain responsibility to verify that the requirements and terms hereunder are satisfied, and if the MIS or IT are not managed or maintained in satisfaction of such requirements and terms, to immediately notify MCC of such. The procurement functionality of the MIS is not covered by this Agreement.

## **I. SCOPE OF SERVICES**

(A) **Overall Responsibilities.** The Fiscal Agent shall:

- (i) Manage MCC Funding to ensure that the Program is implemented efficiently and effectively.
- (ii) Prepare or assist in the preparation of any documents, budgets, plans, reports, requests, or certifications requested by MCA-Morocco II **for** any MCA-Morocco II action, or MCC approval.
- (iii) Submit monthly, quarterly, and yearly financial reports covering the financial activities of the Program, and ad hoc reports as requested by MCA-Morocco II or MCC.
- (iv) Assist MCA-Morocco II in developing a Detailed Financial Plan for the Program which, will be updated on a quarterly basis.

- (v) With MCA-Morocco II, establish a single chart of accounts for the Program, which segregates financial information by project, activity, sub-activity, task, object of expenditure, and sources of funding, as required.
- (vi) Process payments through the Permitted Accounts and the U.S. Treasury's Common Payment System (CPS) using a classification method that will be provided by MCC.
- (vii) Provide oversight of the automated accounting system maintained through MCA-MIS. Ensure that the financial data recorded in the MCA-MIS is transferable to another accounting system using standard data configurations.
- (viii) Ensure that the accounting system and principles comply with and conform to generally accepted accounting standards using cash, modified cash, or accrual accounting basis, as specified by MCC.
- (ix) Provide read-only access and training to/on the financial accounting system to personnel within MCA-Morocco II, Implementing Entities, external project managers and other designated/authorized persons on how to obtain the information they need.
- (x) Establish internal controls over the financial accounting system, financial operations, and financial reporting that protect the financial management activity from fraud, waste, and abuse, and that ensure financial transactions are recorded on a timely basis, financial reports are complete and accurate, and all transactions are in compliance with relevant laws, regulations and grant agreement documents.
- (xi) Assist MCA-Morocco II in developing and implementing a Fiscal Accountability Plan (FAP), which identifies the policies, procedures and internal controls that will be in place to ensure appropriate fiscal accountability in the use of MCC Funding. The FAP will also include procedures to ensure that all transactions are free of fraud, waste and abuse.
- (xii) Assist MCA-Morocco II in identifying the entities that will be subject to audits as required by MCC or MCC-OIG policies and procedures, particularly as included in the *Guidelines for Financial Audits Contracted by the Millennium Challenge Corporation's Accountable Entities*<sup>8</sup> ("MCC Audit Guidelines").

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<sup>8</sup>The MCC Audit Guidelines can be found at:  
[https://oig.usaid.gov/sites/default/files/mcc\\_guidelines\\_financial\\_audits\\_08072013.pdf](https://oig.usaid.gov/sites/default/files/mcc_guidelines_financial_audits_08072013.pdf)

- (xiii) At the request of MCA-Morocco II or other Permitted Designees such as MCC, the Inspector General, the United States Government Accountability Office, and internal or external auditors, provide prompt access to the financial accounting system and all Program-related financial records or documents.
- (xiv) Permit MCA-Morocco II, other Permitted Designees, MCC, the Inspector General, the United States Government Accountability Office, and internal or external auditors, responsible for an audit to assess, review, audit or evaluate the Program, MCC Funding and the utilization of goods, works or services funded with MCC Funding.
- (xv) Assist MCA-Morocco II in the development of a country-specific Fraud and Corruption Risk Assessment and creation of a related Action Plan.
- (xvi) Respond promptly to complaints or inquiries about the timeliness of payments and resolve payment issues as quickly as possible.
- (xvii) Assume other operational, functional, and contractual obligations and responsibilities as is customary in performing the duties of a Fiscal Agent.
- (xviii) Commence its services no later than thirty (30) days after the Effective Date (the “*Start Date*”).
- (xix) Maintain all original disbursement documents, both during and after the Compact in order to ensure access as required by Section 1.5 of this Agreement.
- (xx) Track and manage the assets and liabilities of MCA-Morocco II in connection with the Program, including Program Assets, and assets funded by MCC.

(B) **Specific Responsibilities**

- (i) **Cash Management.** The Fiscal Agent shall:
  - (1) Have sole signature authority, as designated by MCA-Morocco II for all MCA-Morocco II's Permitted Bank Accounts.
  - (2) Ensure that two (2) authorized officers of the Fiscal Agent sign all payment requests processed through the Permitted Bank Account.
  - (3) Ensure that the Fiscal Agent has two (2) officers who are uthorized signatories for the CPS.

- (4) Ensure that there is adequate segregation of duties among the fiscal Agent's financial management staff.
  - (5) Ensure that funds provided by MCC are not commingled with any other funds from any source, unless explicitly authorized by MCC in writing.
  - (6) Ensure that cash balances in Permitted Account(s) and Imprest Funds are maintained at an appropriate level as determined from time to time by MCC.
  - (7) Maintain appropriate documentation on currency conversions consistent with guidelines detailed in the 609(g) Agreement, the Compact, any Supplemental Agreement, the FAP or other written agreements between MCC and MCA-Morocco II.
- (ii) **Budgeting.** The Fiscal Agent shall develop a system to monitor the status of the MCA-Morocco II managed 609(g), CIF and Compact budgets. The system must ensure that funds are not committed without the appropriate budget authority and that funds are not disbursed in excess of adequate MCC-approved Spending Authority..
- (iii) **Financial Management and Accounting System.** The Fiscal Agent shall:
  - (1) Ensure a temporary accounting system is established and operational from the contract start date until the time the SAP accounting system is established and operational after the MCA-Morocco II Chief Financial Officer and IT Manager are on board.
  - (2) Participate fully in MCA-MIS implementation activities, including gap analysis sessions to identify deltas between standard MCA-MIS system and MCA-Morocco II-specific needs, testing and training activities.
  - (3) Verify that the MCA-MIS financial accounting system is backed up in real time on a daily basis; ensure proper archiving of the backup tapes or files; and ensure that back-up tapes or files are secured off-site and are readily available.
  - (4) Verify the establishment of a disaster recovery plan which is tested periodically to ensure that it operates properly.
  - (5) Verify that the SAP Guide is developed, adopted and regularly reviewed and updated by the Parties to ensure that the MCA-MIS, and its operations, are managed and implemented in satisfaction of the terms of this Agreement so as to protect against the violation of this Agreement and the Fiscal Agent's duties hereunder.

- (6) Verify that MCA-Morocco II's MCA-MIS is configured to:
- (A) ensure data security and data integrity, including ensuring appropriate user access and permissions;
  - (B) Record authorized budgets by project, activity, sub-activity and task.
  - (C) record commitments of budgeted funds;
  - (D) produce budgetary reports showing fund availability by project, activity, sub-activity and task;;
  - (E) record revenue, expenses, assets and liabilities;
  - (F) generate reports in the formats required by MCA-Morocco II, MCC and any other local authority, as required;
  - (G) produce financial reports for MCA-Morocco II on the administration and management of the Program;
  - (H) allow for transfer of accounting records to another financial accounting system as necessary.
  - (I) allow on-line, user-friendly access for MCA-Morocco II, MCC, and other designated users; and
  - (J) be able to track budgets by all funding sources;

(iv) ***Financial Management System Reconciliations.*** The Fiscal Agent shall:

- (1) Establish procedures to close all accounting records no later than fourteen (14) days after the end of monthly, quarterly, and fiscal year accounting periods.
- (2) Establish procedures to reconcile all Permitted Bank Accounts to MCA-Morocco II automated accounting system records no later than fourteen (14) days after the end of an accounting period and resolve discrepancies on a timely basis.
- (3) Establish procedures to reconcile the MCA-Morocco II's MCA-MIS or interim accounting system to the CPS accounting records no later than fourteen (14) days after the end of an accounting period and resolve any discrepancies on a timely basis.

- (4) Establish procedures to reconcile the MCA-Morocco II's MCA-MIS or interim accounting system to MCC's accounting records no later than fourteen (14) days after the end of an accounting period and resolve any discrepancies on a timely basis.
  - (5) Ensure that MCA-Morocco II's MCA-MIS or interim accounting system reflects all transactions related to MCC Funding.
- (v) **Approvals and Authorizations.** The Fiscal Agent shall establish procedures to ensure that payments are executed in accordance with the Compact and any Supplemental Agreement(s) and all required authorizations as defined in the Fiscal Accountability Plan, the MCA-Morocco II managed 609(g) Agreement, the Compact, the MCC Cost Principles and any Supplemental Agreement.
- (vi) **Disbursement Requests.** The Fiscal Agent shall:
  - (1) Establish procedures to ensure that all documents and certifications required by the 609(g) Agreement, the Compact and any Supplemental Agreements are complete for all Disbursement Requests.
  - (2) Provide certification as requested by MCA-Morocco II regarding the status of funds in the Permitted Bank Accounts.
  - (3) Monitor the MCC-approved quarterly spending limits during each disbursement period.
- (vii) **Payment Requests.** The Fiscal Agent shall:
  - (1) Establish procedures to ensure that all documents (e.g., invoices, underlying contracts, reports, etc.) and approvals support all payment requests.
  - (2) Process payment requests which are valid, accurate, approved by the MCA, and comply with the terms and conditions specified in the Fiscal Accountability Plan, the MCC Cost Principles, the 609(g) Agreement, the Compact and any Supplemental Agreement.
  - (3) Provide a certification with each payment request to the standards required in the CPS Manual or as otherwise instructed by MCC.
  - (4) Establish procedures to draw funds from CPS for the payment of invoices using account coding that complies with the classification method provided by MCC.
  - (5) Establish procedures to ensure that each payment request includes the related invoice or other supporting documentation and contains evidence of MCA-Morocco II approval.

- (6) Establish procedures to ensure rapid resolution of discrepancies between data transmitted to/from MCC's Financial Services Provider, and data entered into the MCA-Morocco II automated accounting system to ensure that payments are processed in the required timeframe.
  - (7) Establish procedures to ensure that invoices are reviewed and approved and that authorized payments are settled no later than thirty (30) days after the date of receipt of a true and proper invoice.
  - (8) Establish and be responsible for maintaining a system to track the date of receipt of goods or services, the date of receipt of a valid invoice, and the date of payment and produce monthly reports showing whether or not payments were made within the prescribed thirty (30) day period. The report should include an explanation for each invoice payment deadline that was not met.
  - (9) Establish procedures to identify and reject improper invoices.
  - (10) Establish procedures to ensure that payees are verified prior to payment to ensure that payees are not ineligible to receive MCC Funding according to the standards included in the Program Procurement Guidelines and consistent with applicable US laws and regulations.
- (viii) **Taxes** – The Fiscal Agent shall monitor and report on the Government's compliance and implementation of the tax provisions of the 609(g) Agreement, the Compact and any related agreement, all as more particularly described in the Fiscal Agent Agreement.
- (ix) **Reporting.** The Fiscal Agent shall produce monthly, quarterly, semi-annual and annual reports for the use of MCA-Morocco II and MCC:
- (1) Monthly Reports
    - (A) Fund Accountability Statement (revenues and expenses) including any Permitted Account interest earned for the accounting period and for the year-to-date.
    - (B) Cash Flow Statement.
    - (C) Reconciliations between the Fiscal Agent's accounting records, the bank statements for the Permitted Accounts, and MCC's accounting records as transmitted by MCC's Financial Services Provider.

- (D) Budget Execution Report, including budget to actual analysis at the project and activity level; budget authority monitoring, commitments, and expenditures.
  - (E) Project-to-date payments to a single vendor regardless of the contract, project, activity or Implementing Entity.
  - (F) Tracking report on compliance with the requirement that payments to suppliers and providers be made within thirty (30) days of receipt of a true and proper invoice.
  - (G) A monthly aging report on the status of the Government's compliance with the requirement to provide reimbursement of taxes paid by MCA-Morocco II or an eligible vendor within thirty (30) days of such payment.
  - (H) Monthly tracking report on IT Control to indicate changes in the following protocols/files:
    - (1) User Access Controls
    - (2) Changes to Vendor files including Vendor Master Files
  - (I) Monthly tracking report of MCA-Morocco II payroll to include changes to employee compensation, including salaries, awards and bonuses.
  - (J) Monthly Commitment and Disbursement Report (MCDR)
- (2) Quarterly Reports
- (A) Detailed Financial Plans, Quarterly Financial Reports and accompanying Disbursement Requests. In addition, monthly Commitments and Disbursements Reports.
  - (B) Status of Funds Report, which provides MCA-Morocco II with actual commitments and expenditures against budgets.
  - (C) Performance report detailing the task performed by the Fiscal Agent according to Fiscal Agent Agreement requirements during the quarter.
  - (D) Summary report of actual commitments and expenditures related to MCA-Morocco II's target activities to be transmitted to the Government of Morocco.

- (E) Detailed balance of outstanding advances to vendors; report will include details of advances disbursed to vendors during the quarter and the liquidations of advances during the quarter. May also require submission of validation information to MCA-Morocco II and/or MCC on an ad hoc basis.
  - (F) Expense accruals for goods/services received but not invoiced and goods/services invoiced but not paid at quarter end. May also require submission of validation information to MCA-Morocco II and/or MCC on an ad hoc basis.
  - (G) Detailed balance of retentions from payments to vendors. May also require submission of validation information to MCA-Morocco II and/or MCC on an ad hoc basis.
- (3) Annual Report
- Fund Accountability Statement for a 12-month period ending March 31 of each year or a six-month period ending March 31 and September 30 of each year, if semi-annual audits are applicable.
- (4) Annual Reports
- (A) Annual Performance Report detailing the tasks performed by the Fiscal Agent during the year, due thirty (30) days before the end of the contract year.
  - (B) Summary report of actual commitments and expenditures related to MCA-Morocco II's targeted activities to be transmitted to the Government of Morocco.
- (5) Termination Reports
- Termination reports shall reflect compliance with all Agreements involving MCC and MCA-Morocco II at the termination of the Compact, or other prescribed termination. The reports reflect termination of all contractual relationships (including vendors and employees), liquidating payment obligations, and meeting all other financial liabilities including the return of funds to MCC. Termination reports shall include the Program Completion Report that shall replace the Annual Performance Report for Quarter 20 and all standard and any additional reports requested by MCA-Morocco II, MCC, and the Office of the Inspector General of MCC.
- (6) Special Reports

As necessary, other special reports requested by MCA-Morocco II and MCC.

- (x) **Internal Controls.** The Fiscal Agent shall design and ensure that there is a reasonable level of internal control (business processes and procedures) to mitigate the risk of financial misstatements whether caused by errors, omissions or fraud. The Fiscal Agent shall also ensure that these internal controls are operating effectively. The internal controls include, but are not limited to, segregation of duties, authorization and approval procedures, monitoring, verification and confirmation processes.
- (xi) **Audits.** The Fiscal Agent shall assist MCA-MoroccoII in ensuring that all financial books and records are made available, in various formats required, to internal and external auditors, government oversight entities, or any other entities deemed by the MCA-Morocco II and MCC to have the right to access such books and records.

**(C) The Fiscal Accountability Plan.**

The Fiscal Accountability Plan identifies the policies and procedures to be followed to ensure appropriate fiscal accountability and financial management of MCC Funding. The Fiscal Agent shall assist MCA-Morocco II in formulating the Fiscal Accountability Plan, which must be approved by MCC. The Fiscal Accountability Plan shall:

- (i) Designate the officials or individuals who have the right to commit (obligate) funds provided by MCC, the requirement to certify receipt of goods, works or services, and the requirement to certify that payment is appropriate and in satisfaction of an obligation entered into in accordance with procedures established to govern the Program and that funds are available for payments. These designations and procedures shall be consistent with the 609(g) Agreement, the Compact and any Supplemental Agreement(s).
- (ii) Delegate responsibility for authorizing and making payments within a specified time frame and ensure that all payments requests are signed by two authorized officers of the Fiscal Agent.
- (iii) Specify the required supporting documentation for payments, the time frame for retention of that documentation, the designation of a custodian, and repository methods.
- (iv) Include specific procedures governing cash management and banking, budgeting, accounting and reconciliation, approvals and authorizations, payment requests, payroll, fixed assets, travel, human resources, reporting and auditing.

- (v) Be reviewed by the Fiscal Agent every six (6) months at a minimum to determine whether revisions are required. If required, such revisions shall be made by the Fiscal Agent and submitted to MCA-Morocco II and MCC for approval.

**(D) Training and Coordination**

The Fiscal Agent shall train appropriate MCA-Morocco II staff and, as needed, the staff of the Implementing Entities and Outside Project Managers on how to obtain read-only access to the financial accounting system used by the Fiscal Agent in order to review relevant data. The Fiscal Agent will also share the Fiscal Accountability Plan with appropriate entities in order to ensure transparent financial management support of the Compact implementation.

**II. CONTRACT DELIVERABLES**

- (A) The Fiscal Accountability Plan, a revision of the interim Fiscal Accountability Plan, as necessary, shall be developed with the MCA-Morocco II and MCC for approval within sixty (60) days after the contract Start Date or other date as agreed between MCA-Morocco II and MCC.
- (B) The temporary financial accounting system for use before implementation of MCA-MIS shall be established and operational within thirty (30) days after the Start Date.
- (C) The single chart of accounts for the Program shall be established within thirty (30) days after the Start Date. This shall be cross-referenced to the MCC provided classification method for CPS payment purposes.
- (D) An Audit Plan, designating the entities subject to audit (MCA-Morocco II and any Covered Providers, as appropriate), as required by the MCC Audit Guidelines, and the timing of such audits, shall be developed with the MCA-Morocco II to be submitted to MCC sixty (60) days prior to the commencement of the first audit period or other date as agreed between MCA-Morocco II and MCC. The Audit Plan may be amended, as applicable, for subsequent audit periods.
- (E) A system which tracks the time between the date of receipt of a true and proper invoice, the date of receipt of goods or rendering of works and services, and the date of payment shall be established and operational within thirty (30) days after the Start Date.
- (F) A system to track all tax exemptions, taxes assessed and paid, taxes reimbursed and Government Contribution(s) by the Government of the Kingdom of Morocco, all in accordance with the requirements of the 609(g) Agreement, the Compact, the Program Implementation Agreement and any Supplemental Agreements shall be established and operational within thirty (30) days after the Start Date.

- (G) The following reports shall be submitted within the periods specified. Some items below may be consolidated within a single report (for instance, the Monthly Commitment and Disbursement Report – MCDR), or split in to separate reports in formats that may be reasonably modified from time to time by MCA-Morocco II or MCC:
- i. within fourteen (14) days after the end of each month, submit to MCA-Morocco II a monthly report showing receipts and disbursements and other financial activities;
  - ii. within fourteen (14) days after the end of each month, submit to MCA-Morocco II a monthly reconciliation of the FA’s accounting records to the Permitted Bank Accounts;
  - iii. within fourteen (14) days after the end of each month, submit to MCA-Morocco II a monthly reconciliation of MCA-Morocco II’s financial accounting system to MCC’s accounting records;
  - iv. within fourteen (14) days after the end of each month, submit to MCC a report detailing the commitments and disbursements executed by the Fiscal Agent during the previous month as part of the Monthly Commitment and Disbursement Report (MCDR);
  - v. within six (6) days after the end of each quarter, submit to MCC a preliminary report detailing the commitments and disbursements executed by the Fiscal Agent during the previous month as part of the Monthly Commitment and Disbursement Report (MCDR). This will be followed by the standard monthly report in its final format as detailed above in part (iv);
  - vi. within fourteen (14) days after the end of each quarter, submit to MCA-Morocco II a report detailing the principal activities executed by the Fiscal Agent during the previous quarter;
  - vii. within ten (10) days after the end of each quarter, submit to MCC required schedules for expense accruals, advance payments, and retentions from payments, along with any validation documentation on an ad hoc basis, as requested; and
  - viii. within thirty (30) days before the end of the Base Period and each Option Period, an Annual Performance Report that includes all principal activities executed, completed, and not completed by the Fiscal Agent.
- (H) All reports, documents, and manuals required under the terms of the contract and related documents or Supplemental Agreements shall be available in English and French.
- (I) The Fiscal Agent shall provide such other reports and information related to its services as may be requested from time to time by MCA-Morocco II or MCC.

- (J) The Fiscal Agent shall provide training, on a timely basis, to the new staff of MCA-Morocco II or Implementing Entities and external project staff on:
  - (1) the use of the reporting function of the automated accounting system appropriate to the user's needs;
  - (2) the specific information the Fiscal Agent requires for the operation of the automated accounting system; and
  - (3) the elements of the FAP.
- (K) The Fiscal Agent shall provide training on revisions to the Fiscal Accountability Plan to staff of MCA-Morocco II or Implementing Entity and Project managers within ten (10) days of the adoption of the revisions.
- (L) The Fiscal Agent shall provide semi-annual training on any subject requested by MCA-Morocco II.
- (M) The Fiscal Agent shall verify that the financial accounting system of the MCA-MIS complies with the applicable terms of this Agreement when it is operational under this Agreement.

### **III. LOCATION**

During the term of the Base Period and any Option Period, the Fiscal Agent shall operate from MCA-Morocco II-provided offices in Rabat, Morocco, the region of program implementation. Occasional travel will be required within, and outside of, Morocco.

### **IV. LANGUAGE**

All reports, documents, and manuals required under the terms of the contract and related documents or Supplemental Agreements shall be available in English and French.

### **V. CONSULTANT CAPACITY**

The consultant must have the capacity and ability to finance, manage and carry out the Fiscal Agent Services. The Consultant must have general management ability to mobilize and sustain highly professional Fiscal Agent Services and the operating structures to administer and provide the necessary back-up services and quality controls to support the Fiscal Agent team that the Consultant has committed to the project in headquarters and in the field.

### **VI. GENERAL MANAGEMENT AND PROFESSIONAL STAFF OF THE FISCAL AGENT**

The Fiscal Agent must have the organizational capability to manage the Fiscal Agent Services and provide necessary administrative and technical support to the MCA-Morocco II operations.

## **VII. KEY PROFESSIONAL PERSONNEL**

The staffing requirements to carry out the responsibilities, duties and tasks of the Fiscal Agent will be determined by the Fiscal Agent. The Fiscal Agent shall maintain an organization chart of the team structure together with a description of the Composition of Team and Task Assignments. The eventual total size of the team will depend on the number and size of transactions and other activities. However, the Fiscal Agent is required to make an estimate based on the total value of the program and its various projects. The Fiscal Agent must be able to provide the necessary staff in a timely fashion as the work requirements demand. At a minimum Key Professional Personnel must include the Fiscal Agent Manager and two (2) other senior financial management professionals. Other professional and administrative staff needed to provide services will not be named as Key Professional Personnel but will be considered as support staff.

### **Fiscal Agent Manager.**

The Fiscal Agent Manager will at a minimum possess the following qualifications, skills and professional experience.

- Significant experience working as a financial management professional (approximately 15 years or more).
- Experience setting up a financial management operation.
- Proven leadership qualities and experience, specifically, management of teams of financial management professionals.
- Education or training in business, economics, finance, accounting, public administration, or related field.
- Professional financial management/accountancy qualification or equivalent specialized training.
- Excellent communication skills and experience working with high level government officials and business executives.
- Fluency in written and spoken English and French.
- Experience working in projects financed by international donors.
- Significant experience in the design, maintenance and use of automated financial management and accounting systems. Experience with SAP-based systems is desirable.
- Knowledge and experience of contract management, contract administration and procurement procedures is desirable.
- Work experience in North- Africa is desirable.

### **Senior Financial Management Specialist**

The Senior Financial Management Specialist will at minimum possess the following qualifications, skills and professional experience:

- Significant experience working as a financial management professional (approximately 10 years or more).
- Experience setting up a financial management operation, developing budgets, cash management and related tasks.

- Education or training in economics, finance, accounting, or related field.
- Professional financial management/accountancy qualification or equivalent specialized training.
- Proficiency in written and spoken French is required. Proficiency in written and spoken English is desirable.
- Experience working in projects financed by international donors.
- Demonstrated experience in the design, maintenance and use of automated financial management and accounting systems. Experience with SAP-based systems desirable.

### **Senior Accounting Specialist**

The Senior Accounting Specialist will, at minimum, possess the following qualifications, skills and professional experience:

- Significant experience working as a professional accountant (at least 8 years).
- Excellent knowledge and experience in working with IFRS or U.S. GAAP.
- Education or training in economics, finance, accounting, or related field.
- Professional financial management/accountancy qualification or specialized training.
- Proficiency in written and spoken French is required. Proficiency in written and spoken English is desirable.
- Experience working in projects financed by international donors.
- Demonstrated experience in the design, maintenance and use of automated financial management and accounting systems. Experience with SAP-based systems is desirable.

## **VIII. EQUIPMENT, FACILITIES, AND SUPPORT**

MCA-Morocco II will provide the Fiscal Agent with office space, including basic utilities(water and electricity only), for its Key Professional Personnel and up to six (6) support staff. In addition, MCA-Morocco II will provide the Fiscal Agent use of the a SAP-based Management Information System (“MCA-MIS”) that will include an integrated accounting, funds management and contract management system. These contributions will be at no cost to the Fiscal Agent, and should not be included in their proposal.

The Fiscal Agent shall ensure that all of its experts are adequately supported and equipped. It is envisaged that the minimum provision would include networked PCs with appropriate software, printing facilities, a high volume photocopy machine with automatic paper sorter, and complementary office furniture and telecommunication equipment. The Fiscal Agent will provide technical coordination and configuration of their system for the interconnection of their network to MCA-Morocco II for the purpose of accessing the MCA-MIS application. In addition, the Fiscal Agent will allow the installation of software on individual PCs and laptops (for example SAP client and VPN software). The Fiscal Agent is responsible for the following expenses:

- A temporary accounting system that can be rapidly established and operational from the contract start date until the time the SAP accounting system is established and operational.

- Telecommunications, network subscription fees, stationary, printing materials, basic office equipment and office consumables.
- Local transport in Rabat metropolitan area and throughout Morocco is required for the experts to effectively carry out their duties.
- Costs of reproducing Fiscal Agent reports and any special or ad hoc reports requested by MCA-Morocco II or MCC.
- Accommodation in Rabat, Morocco for permanent Key Professional Personnel and for short term consultants and head office staff on mission in Morocco.
- Airfare and other costs related to the travel of employees, their dependents or consultants engaged by the Fiscal Agent.
- Adequate medical protection (insurance coverage) for all Key Professional Personnel, support staff and for short-term consultants and head office staff on mission in support of required Fiscal Agent services, as well as any legally mandated employer contributions for local employees.
- Insurance or guarantees with respect to its performance, including carrying general comprehensive liability insurance and standard coverage for professional liability risks, the amount and nature of such insurance or guarantees are subject to approval of MCA-Morocco II and/or MCC.
- Any and all software licenses necessary for the Fiscal Agent and any project managers to carry out their duties, excluding what is expected of or performed by the MCA-MIS and IT.
- Any other unspecified costs reasonably required to perform the Fiscal Agent services.

The Fiscal Agent is responsible for meeting all contract objectives, delivery of outputs and results and must provide corresponding backstopping and oversight services on its account. Quality control of reports in terms of contents, (standardized) layout and quality of language is a key aspect of quality assurance. The Fiscal Agent shall provide a system of quality assurance and have provisions to allow its head office to support the experts on site with all required logistics and technical support.