

|  |  |
| --- | --- |
| **Contract for Commodity Voucher Redemption Services**  **[*Insert Program Name here*]**  **Ref No: EP001**  This Contract for Voucher Redemption Services (herein after referred to as "Contract”) is entered into effective \_\_[*date*]\_\_\_\_\_\_\_\_\_ between:   1. **Mercy Corps [*country name*]**, located at [*address*], represented by [*name of country director*] Country Director *(hereinafter referred to as “MC”)* 2. **Vendor** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(*Address\_\_\_\_\_\_\_\_\_\_\_\_: Cell Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Represented by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)*, (hereinafter referred to as “Vendor”)*   This agreement is effective as of the above date and in accordance with the below terms and conditions. **This agreement can only be amended in writing when agreed to and signed by both parties.** |  |
| **Purpose of Contract:**  The purpose of this document is to outline the roles and responsibilities of the stakeholders in the implementation of the [*insert donor*]-funded [*insert Program Name*] in [*insert town, district, country*] (“Distribution Area”).  The program will provide program participants with vouchers exchangeable for pre-determined commodities, which may be used to meet the urgent basic needs of the most vulnerable families by providing vouchers for payment (“Vouchers”) redeemable at local vendors for the items detailed below. |  |
| **Terms and conditions:**  Vouchers will be distributed to beneficiaries through \_[*number of disbursements*]\_\_\_\_ disbursements. Vouchers will be valid ONLY through the end of the month of each distribution. Mercy Corps staff will notify Vendors prior to each voucher distribution, notifying them of voucher distribution date(s) and validity period. The expiration date of each voucher will appear on the voucher as well.  Payments under this contract will be provided to Vendor based only on vouchers that are redeemed AND confirmed. Vendors are required to provide a standard basket of items in exchange for each voucher. Reimbursement rates for each basket are fixed and can be located in Annex XX of this contract.  Commodity prices will be monitored weekly. If prices are found to increase substantially (over XX% increase), MC will adjust the commodity prices listed above through an amendment to this contract.  Mercy Corps will only reimburse Vendor for Vouchers that are in full compliance with this Contract. Mercy Corps will not be responsible for making any payment to Vendor if Mercy Corps determines that vouchers are fraudulent or have been exchanged for anything not listed on the voucher.  Mercy Corps will review the redeemed vouchers with the Vendors and will calculate the payment amount based on this. Vendors are required to keep their own documentation of voucher transactions on the Voucher Redemption Summary sheet. If Vendors believe that the amount contained in the reimbursement report does not match their records, or is incorrect, they are required to alert Mercy Corps at the time of voucher review to investigate any potential sources of errors.  At \_[*insert voucher review interval here (i.e. end of month, twice monthly, etc.)*]\_\_ Vendor will bring all redeemed vouchers and the Voucher Redemption Summary sheet to the Mercy Corps office to meet with Finance staff. Finance staff will review the redeemed vouchers with Vendor to determine the reimbursement amount.  Mercy Corps will provide the Vendor with a payment via bank transfer 7-14 business days after receiving redeemed vouchers from the Vendor. If the Vendor needs to dispute the voucher reimbursement report, payment will be delayed.  Mercy Corps will not reimburse any additional costs associated with voucher redemption. The Vendor is responsible for transportation and communication costs of working with Mercy Corps for this program.  The Contract is valid until [*insert end date here*]. |  |
| Vendor Eligibility Criteria  By signing this Contract, the Vendor declares that:   1. First Eligibility Criteria listed (i.e. Vendor has a presence in program area for minimum of two years) 2. Eligibility Criteria listed (i.e. Vendor is able to restock within two days) 3. Eligibility Criteria listed (i.e. Vendor’s shop is open daily for a minimum of 10 hours) 4. Eligibility Criteria listed (and so on, and so on) |  |
| **The Vendor agrees to:**  Provide Mercy Corps with his/her mobile telephone number, and advise Mercy Corps IMMEDIATELY if this number changes or becomes inactive for any reason.   1. Keep sufficient mobile credit balance on the registered phone number to ensure the Vendor can contact Mercy Corps for any questions/problems that may arise. 2. Accept Mercy Corps vouchers as payment for purchase of a pre-defined basket of goods that consists of:  * *List item and exact quantity/quality* * *List item and exact quantity/quality* * *List item and exact quantity/quality* * *List item and exact quantity/quality* * *List item and exact quantity/quality* * *List item and exact quantity/quality*   The Vendor must not substitute the defined varieties and brands/qualities for any other types, unless they contact Mercy Corps and make an addendum to this contract. The Vendor agrees to comply with the following additional conditions:  a. Vendor will not provide cash instead of goods.  b. Vendor will not provide alcohol or tobacco products in exchange for the voucher.  c. Vendor will not be reimbursed for vouchers that are not accepted and/or confirmed by MC.   1. Sell the exact varieties of goods specified in this contract. Mercy Corps will conduct monitoring every month and if it is determined that a Vendor is providing goods of lower quality, it may result in termination of this contract. 2. Treat program participants with respect and provide any necessary assistance. 3. Secure enough stock to meet program participants’ needs. 4. Secure enough personnel to allow smooth flow of participants, in case of increased demand. 5. Personally attend all meetings and trainings organised by Mercy Corps. 6. Allow MC to inspect merchant records and stock inventory relevant to this project at any time. 7. Allow MC to inspect Goods to ensure that they meet minimum quality standards. 8. Mercy Corps will not be responsible for any taxes or fees that may be incurred as a result of Vendor’s participation in the Project. These are the Vendor’s responsibility to pay. 9. Use project materials provided by Mercy Corps exclusively for this Contract purposes. |  |
| **Mercy Corps agrees to:**   1. Provide timely payment to Vendor, which will be faster if Vendor provides bank details in Annex A of this contract (“Vendor bank details”) and provides complete documentation when requesting reimbursement. 2. Prepare and distribute vouchers to program participants. Ensure that participants are trained and able to redeem vouchers, and will troubleshoot any issues that arise during the program. 3. Train Vendors on Voucher transactions and Voucher redemption process. 4. Monitor Vendor performance and provide assistance, in case of any issues. |  |
| Contract termination   1. Mercy Corps may terminate this agreement effective immediately upon Vendor’s receipt of written notice if Mercy Corps is notified that funding will be cut for any reason or if Mercy Corps determines that Vendor has breached this agreement in any way or provided false or fraudulent documentation to Mercy Corps. 2. The Parties recognize that MC has a zero tolerance approach to bribery and corruption. The Vendor will comply with the principles of MC’s Anti-Corruption and Anti-Bribery Policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to MC any bribery issues which the Vendor becomes aware of during this Vendor. 3. MC recognizes that in complying with this Clause, the Vendor is not expected to risk life, limb or freedom.   Either Mercy Corps or Vendor can terminate the Contract for their convenience with 14 days’ notice. |  |
| **Disputes**  Should any disputes arise related to the implementation, interpretation of this agreement, or use of the funds, all parties will commit themselves to mutual consultation with a view to securing a successful fulfillment of the objective of this project.  If the dispute cannot be resolved through mutual consultation, attempts will be made to resolve it through mediation.  Mercy Corps and the Vendor hereby agree to seek informal resolutions to any possible disagreements before pursuing legal remedies.  In the event of such informal resolutions not being possible, this Contract will be subject to resolutions in accordance with the applicable laws of the Government of [*insert country name here*].  The Vendor shall neither seek nor accept instructions from any authority external to Mercy Corps in connection with the performance of its services under this Contract. |  |
| **Name and signature of the Vendor**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Business Registration Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Business Registration #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mobile Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name and signature of Mercy Corps representative**  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| **Annex A:Vendor Bank Details**  Full name of Bank Account Holder:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_  Full address of Bank Account Holder:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank account number:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank Home Branch Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank Home Branch Address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| **Annex B: Negotiated Prices for Commodity Vouchers**     |  |  | | --- | --- | | Description of Items | **Price** | | *Item – Exact quality and quantity* | *Amount in local currency* | | *Item – Exact quality and quantity* | *Amount in local currency* | | *Item – Exact quality and quantity* | *Amount in local currency* | | *Item – Exact quality and quantity* | *Amount in local currency* | | *Item– Exact quality and quantity* | *Amount in local currency* | |  |
| **Annex C**  **Other Contract Provisions Required by Law**  ***Insert the donor specific required contract clauses here, if applicable (USG, EC, ECHO, DFID). These are available on the Digital Library, or from your Finance Director.*** |  |