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| **Contract for Restricted Cash Voucher Fair 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 [*donor*]-funded [*insert Program Name*] in [*insert town, district, country*] (“Distribution Area”).  The program will provide program participants with vouchers exchangeable for any eligible goods/services at the shop up to the value of the voucher, 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 just prior to the fair. Vouchers will be valid ONLY through the end of the day of the voucher fair and are not redeemable at the vendors’ permanent shop after the fair dates. The vendor agrees to provide goods exchangeable for valid vouchers at a Mercy Corps voucher fair on [*date(s)*] at [*location(s)*].  Payments under this contract will be provided to Vendor based only on vouchers that are redeemed AND confirmed by Mercy Corps.  Vendor will only provide the Goods listed in Annex B in exchange for vouchers.  Sell Goods, as provided in Annex B, at fair market prices and quality. Prices charged for goods purchased with vouchers should be equal to the prices charged to other customers for goods purchased with cash. Mercy Corps will conduct market price surveys every month and if it is determined that a vendor is charging voucher recipients higher than the market value for goods or prices charged to cash customers for the same goods, it may result in termination of 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 any prohibited items: i.e. alcohol, tobacco, exchanged for cash, etc.  Mercy Corps will review the redeemed vouchers with the Vendors and will calculate the payment amount based on the valid redeemed vouchers. Claims for voucher payments will be submitted using the Vendor Reimbursement Form, as completed by the Vendor and Mercy Corps. Vendors are encouraged to keep their own documentation of voucher transactions. If Vendors believe that the amount contained in the Vendor Reimbursement Form 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 period here (i.e. day of fair, day after fair, etc.)*]\_\_ Vendor will submit all redeemed vouchers and the Vendor Reimbursement Form to Mercy Corps at the [*fair site or office*] when meeting 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 Vendor Reimbursement Form, payment will be delayed until the matter is resolved.  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. Vendor must contact Mercy Corps for any questions/problems that may arise. 2. Accept Mercy Corps vouchers as payment for purchase of the goods/services listed on the restricted cash voucher. These goods are listed in Annex B.   The Vendor agrees to comply with the following additional conditions:  a. Vendor will not provide goods NOT listed on the voucher.  b. Vendor will not provide cash instead of goods.  c. Vendor will not be reimbursed for vouchers that are not accepted and/or confirmed as valid by MC.   1. Vendor agrees to the following:    1. If the total value of the purchase is less than the total value of the voucher, the Vendor will be reimbursed for the value of the purchase rather than the value of the voucher    2. If the total value of the purchase is more than the value of the voucher, Mercy Corps will reimburse the Vendor only for the value of the voucher 2. Treat program participants with respect and provide any necessary assistance. 3. Vendor will be at the fair location by [*time*] ready to set up and be ready to help program participants by [*time*]. 4. Secure enough stock to meet program participants’ needs for the entire time of the fair, noting that staggered entry may result in people entering the fair throughout the day; hence the need to ensure a steady supply for the entire duration. 5. Secure enough personnel to allow smooth flow of participants, in case of increased demand. 6. Vendor will review all Vouchers and ensure that they are valid and genuine before accepting them. A voided voucher sample will be provided to Vendor. Vendor will not be reimbursed for fraudulent vouchers. 7. Personally attend all meetings and trainings organised by Mercy Corps. 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 – Commodities listed on Restricted Cash Voucher** |  |
| **Annex C**  ***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.*** |  |