Terms of Reference

Framework Agreement for Financial Services for Cash Distributions and Payments

1. Background

GOAL has operated in Ethiopia for more than 40 years, delivering integrated, multi-sectoral humanitarian and development programmes in response to sudden-onset emergencies and protracted crises. Its programmes support vulnerable populations, including children under five, pregnant and lactating women, street-connected children and young people, refugees, internally displaced persons (IDPs), and drought-affected pastoralist, agropastoral and smallholder farming communities.

GOAL operates across most regions of Ethiopia in partnership with communities and government authorities, combining emergency preparedness and response with support for longer-term resilience. Since 2017, GOAL has been a significant responder to the needs of refugees, IDPs and host communities. Interventions include treatment of acute malnutrition, mobile health services, water, sanitation and hygiene services, and the distribution of conditional and multipurpose cash, food, agricultural inputs, shelter materials and non-food items.

Cash assistance is an established modality in emergency response, enabling crisis-affected people to meet priority needs with flexibility and dignity. GOAL has broad experience in cash-based programming and participates in national coordination mechanisms, including the Ethiopia Cash Working Group. Since January 2022, GOAL has distributed more than ETB 130 million to refugees, IDPs and host communities across Ethiopia. Subject to programme funding and needs, GOAL anticipates facilitating approximately ETB 210 million in cash transfers nationwide during the three-year framework period.

This Terms of Reference (TOR) sets out the requirements for establishing a non-exclusive framework agreement with one or more qualified financial service providers (FSPs). Services may include programme cash transfers and payments associated with training sessions, workshops and other authorised events, including in remote and hard-to-reach locations. The framework agreement will not guarantee a minimum volume or value of business; individual assignments will be confirmed through written call-off instructions or purchase orders issued by GOAL.

2. Purpose

The purpose of the framework agreement is to enable GOAL Ethiopia to procure secure, timely, accessible and cost-effective payment services on an as-needed basis. The selected FSP must be able to deliver cash and digital payments accurately, maintain a complete audit trail, protect programme participants and their personal data, and support timely reconciliation and issue resolution in accordance with GOAL instructions and applicable law.

3. Scope of Required Services

The FSP will provide the services specified in each call-off instruction. At a minimum, the FSP must be able to:

- **Direct transfer to beneficiaries' bank account**: GOAL's preferred modality for cash disbursement is direct transfer to beneficiaries' bank accounts. The FSP is responsible for ensuring that targeted beneficiaries meet the Know Your Customer (KYC) requirements and facilitating the opening of bank accounts for those who do not already have one. Any alternative cash disbursement modality must be strongly justified and approved by GOAL in advance

- **Cash-transfer execution:** Disburse the exact amounts authorised by GOAL to verified programme participants using agreed modalities, which may include over-the-counter cash, bank-account transfer, mobile money, card-based payment or e-voucher. No substitution of modality, deduction, fee or set-off may be applied without GOAL's prior written approval.
- **Payment planning and mobilisation:** Confirm operational feasibility, delivery locations, timelines, staffing, liquidity, security arrangements and contingency measures for each assignment before implementation.
- **Reporting and reconciliation:** Submit an initial transaction report within three business days after each payment cycle and a final reconciled report, including successful, pending, rejected, reversed and unclaimed transactions, within five business days or another period specified in the call-off instruction.
- **Participant protection and support:** Apply a do-no-harm approach; provide safe, dignified and accessible payment arrangements; protect confidentiality; make reasonable provision for older persons and people with disabilities; operate an accessible complaints and helpdesk mechanism; and notify GOAL immediately of any security, safeguarding, fraud, data-protection or payment incident.

4. Service Standards and Deliverables

For each call-off assignment, the FSP must provide an implementation plan, designated focal point, confirmed payout schedule, evidence of liquidity and operational readiness, transaction-level reports, exception logs, reconciliation statements and proof of settlement. Unless otherwise agreed in writing, the FSP must acknowledge GOAL instructions within one business day, report critical incidents immediately, resolve routine payment queries within two business days, and return all failed or unclaimed funds within five business days after final reconciliation. The FSP is liable for funds lost, diverted or delayed in transit (before distribution) so bidders can price this risk.

Performance will be monitored against timeliness, accuracy, accessibility, complaint resolution, data quality, security and reporting standards.

5. Technical, Compliance and Operational Requirements

- **Payment modalities:** Offer payment methods suited to local infrastructure, participant needs and risk conditions, including, where legally and operationally available, over-the-counter cash, mobile money, bank transfer, card-based payment and voucher-based options. The proposal must identify prerequisites, limitations, settlement arrangements and contingency options for each modality.
- **Transaction processing capacity:** Demonstrate the financial, systems, staffing and liquidity capacity to process concurrent high-volume payment cycles securely and within agreed timelines. Bidders must state tested daily processing limits, cut-off times, settlement timelines, downtime arrangements and procedures for failed, duplicate, reversed or unclaimed transactions.
- **Participant verification:** Maintain proportionate, accessible and auditable procedures to verify participant based on their ID and legal doc, prevent duplicate or unauthorised payments, and manage cases in which standard identification documents are unavailable, subject to applicable law and GOAL-approved procedures.
- **GOAL policies and humanitarian standards:** Comply with GOAL requirements communicated under the agreement, including safeguarding, prevention of sexual exploitation and abuse, anti-fraud, anti-bribery, conflict-of-interest, data-protection, security and complaints-handling requirements, as well as applicable humanitarian principles.

- **Reporting, records and audit trail:** Produce complete, accurate and exportable transaction-level reports; retain supporting records for the period specified by GOAL or applicable law; and make relevant records available to GOAL and authorised auditors, subject to confidentiality and legal requirements.
- **Scalability and mobilisation:** Scale staffing, liquidity, systems and geographic coverage in response to changes in participant numbers, programme value or operating locations. The bidder must state the normal and emergency lead times required to mobilise services in accessible, remote and hard-to-reach areas.
- **Information and funds security:** Maintain appropriate technical and organisational controls, including access control, segregation of duties, encryption where applicable, fraud monitoring, business continuity, secure data transfer, incident response and tested backup arrangements, to protect funds and personal data.
- **Branch, agent and payout network:** Provide an up-to-date list or map of branches, agents and mobile-service capacity relevant to GOAL's anticipated operating areas, including opening hours, cash-availability arrangements and accessibility conditions. The FSP remains responsible for the conduct, security, liquidity and service quality of all agents and subcontractors used under the agreement.
- **Regulatory compliance:** Hold and maintain all licences and approvals required to provide the proposed services in Ethiopia and comply with applicable financial-sector, anti-money-laundering, counter-terrorist-financing, sanctions, tax and consumer-protection requirements.
- **Pricing and transparency:** Provide firm, transparent and itemised rates for each payment modality and geographic category, identifying all transaction, mobilisation, cash-handling, connectivity, reversal, reporting, tax and other charges. No fee may be charged to programme participants unless GOAL has expressly authorised it in writing.
- **Technical support:** Provide dedicated operational and technical focal points, with clear escalation arrangements, to resolve issues promptly and adapt services as programme needs evolve.

6. Agreement Term and Call-Off Arrangements

The anticipated framework period is 1 January 2027 to 31 December 2029, subject to satisfactory performance, continued operational need and availability of funding. Any extension must be agreed in writing by both parties. GOAL may issue call-off instructions during the framework period but is not obliged to purchase a minimum volume. Each call-off will specify the service, location, modality, value, schedule, reporting requirements and agreed fee. GOAL reserves the right to suspend or terminate assignments, apply contractual remedies for non-performance, and engage alternative providers where required to protect programme continuity or participants.

7. Minimum Qualifications and Experience

- Valid licence and legal authorisation to provide the proposed financial services in Ethiopia, together with evidence of regulatory standing.
- At least three years of relevant experience in high-volume payment or cash-transfer services, including demonstrable experience in humanitarian or comparable operating environments and in locations with limited or unreliable connectivity.
- Demonstrated geographic coverage through branches, agents or mobile teams sufficient for the proposed areas of operation; adequate financial and liquidity capacity; suitable information systems and internal controls; and at least three references for comparable assignments completed within the last five years. The bidder shall provide evidence of sufficient financial and liquidity capacity to

support the anticipated transaction volumes and ensure timely disbursement of funds under all anticipated operating conditions.

Bidders must disclose any actual or potential conflict of interest and any proposed subcontracting or agent arrangements. The selected FSP will remain fully accountable for the acts, omissions, security and compliance of its employees, agents and subcontractors engaged in delivering services under the framework agreement.

8. Proposal Submission Requirements

The technical proposal must include the bidder's legal and licensing documents; company profile and relevant experience; proposed payment modalities; geographic and agent coverage; implementation and mobilisation approach; staffing and focal points; service-level commitments; liquidity, security and business-continuity arrangements; participant support and complaints mechanism; safeguarding and data-protection controls; reporting samples; and contact details for at least three references. The financial proposal must present a complete, itemised rate schedule by modality and, where relevant, location category, clearly stating taxes, assumptions, validity period, price-adjustment conditions and any minimum or exceptional charges. Bidders must also state the proposal validity period and identify all information or documentation they consider confidential.

9. Evaluation Criteria

Proposals will be evaluated using a weighted score of 65% for technical quality and 35% for financial value.

10. Indicative Volumes and Pricing Assumptions

For pricing purposes only, bidders should assume an indicative average transaction value of approximately ETB 5 million per month and an overall framework ceiling estimate of approximately ETB 210 million over three years. These figures are planning estimates, not guaranteed commitments, and actual volumes may vary by funding, programme needs, location, modality and implementation schedule. Bidders must quote service-charge rates for each proposed modality and clearly identify whether rates are percentage-based, fixed per transaction or subject to minimum charges.

Description	Period	Duration	Anticipated cash amount in the FWA	Service charge rate	Remark
Indicative framework transaction value	Framework period	3 years	ETB 210 million	Bidder to quote by modality, with all fees and taxes itemised	State any modality-specific assumptions, geographic surcharges, minimum fees and conditions for free account-to-account transfers.

11. Anti-Fraud, Safeguarding and Ethical Conduct

The selected FSP shall comply with GOAL's policies on safeguarding, prevention of sexual exploitation, abuse and harassment (PSEAH), anti-fraud, anti-bribery, corruption prevention, whistleblowing, and protection of vulnerable populations. Any confirmed breach may constitute grounds for immediate suspension or termination of the agreement.

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Signature: _____

Date: October 9, 2026

Reviewed and approved by: Gizaw Tadesse, Program Director

Signature: Gizaw

Date: 9th Oct'26