



TENDER DOSSIER

Foundations for Restructuring Water-Wastewater Tariffs/Introduction of Consumption Based Water-Wastewater Tariffs in Lebanon – Learning, Strategies for Acceptance

N.B: this tender is open for International and National Consultancies

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INSTRUCTIONS TO TENDERERS

1 PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for the preparation of a New Water Tariff Strategy for the Bekaa Water Establishment.

A detailed description of the assignment and services required by Oxfam is contained in the technical specifications (see APPENDIX A – Technical specifications).

2 INVITATION TO TENDER TIMETABLE

	DATE	TIME (City)
Deadline for request for any clarifications from Oxfam	17 October 2019	17:00, Beirut
Last date on which clarifications are issued by Oxfam	21 October 2019	17:00, Beirut
Deadline for submission of tenders (receiving date, not sending date)	25 October 2019	17:00, Beirut
Notification of award to the successful tenderer	08 November 2019	17:00, Beirut

3 INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be.

Tenderers are expected to examine carefully and comply with all instructions, forms, provisions and specifications contained in this tender dossier.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

The participation procedure will be carried out in two successive stages; both are to be submitted together

1. Suppliers application analysis
2. Tender proposal analysis from qualifying applicants.

Responses should be sent in an outer sealed single envelope which will contain two further envelopes corresponding to the two different sections of the tender:

- Inside Envelope 1: "Supplier Applications" – 2 copies
- Inside Envelope 2: "Supplier Tender Proposals" – 2 copies

Outer envelope to be marked as follows:

Oxfam - TD RO-LBBEY-19-0290-LBBEY-0165]

Do not open before 25 October 2019

Tenderers do not have the option of submitting their tender electronically, unless clearly stated by the Oxfam procurement team.

Language: All documents shall be submitted in English

The supplier application and tender proposal shall be submitted together before the deadline for reception of applications on the [25 October 2019] at [1700, Beirut] to:

Georges Ziadeh
Logistic, Admin and Security Manager
Oxfam office-Sodeco square- 1st and 2nd floor, Beirut, Lebanon

It is the responsibility of the Tenderer to ensure that their offer is complete and meets Oxfam's requirements. Failure to satisfy all aspects of the tender dossier may lead to the offer being rejected without further reason being given. It is therefore essential to ensure that you read this document carefully and answer in full all questions asked.

3.1 Supplier Application

The application must be submitted in an envelope entitled:

response to Oxfam tender: [RO-LBBEY-19-0290-LBBEY-0165]"

Which contains;

- APPENDIX B - Tenderer's Declaration
- Appendix C: Oxfam Ethical and Environmental Policy
- APPENDIX D- International Supplier Questionnaire

All of which must be initialled and signed by an authorised person, with powers to represent the company.

Selection criteria for administrative compliance:

This part concerns the information given in the supplier questionnaire, each tenderer can also include any other document he wishes, to assist us in judging their suitability according to the below criteria

- Proof of Company Registration.
- Copy of insurance policy (legal liability at a minimum).
- A copy of the financial statements for last two years (balance sheet and income statement).
- Audit Report in last two years
- An organisational (human resources) chart
- Name(s) and CVs or brief summary of professional background of key personnel to be involved in implementation of the Contract
- Detailed activity schedule (timeline) for the proposed works
- Three satisfactory references of customers for whom the same type of services were provided; Oxfam reserves the right to contact these references, without notifying the Tenderer.
- List of previous and current contracts in the past 3 years for similar works, including name of contracting party, contract value and date of completions
- Company Profile.
- I.D. card for the person signing the bid empowered by the power of attorney
- Ministry of Finance registration certificate and VAT if applicable.

3.2 Tender Proposal

Tenderers are invited to submit their best technical and economic tender in English to the exact formats and specifications required by Oxfam. Tenders not respecting these formats and specifications will be rejected.

The tender must be submitted in an envelope entitled:

Which contains:

- Tender Technical offer
- Price proposal

Price proposal must be initialled and signed by an authorised person.

3.2.1 Currency

All prices shall be expressed in US Dollars not including VAT. This is to allow for a fair comparison of prices, following the award of the contract; the working currency will be decided between Oxfam and the contracted party. Where exchange rates have been used to arrive at a US Dollar figure this should also be provided.

3.2.2 Tender validity

Tenders shall remain valid for a period of two (2) calendar months after the deadline for receipt of tenders.

3.2.3 Tender Presentation

Prices and lead times, presented in the tender, should be firm and valid for the whole duration of the agreement from the date of its signature by both Parties.

The price proposal should be submitted according to the template in APPENDIX E – Price Proposal.

3.2.4 Compliance

Your basic offer shall be strictly in accordance with the technical specifications specified in the APPENDIX A -Technical specifications.

Award of the contract is based on the criteria listed at paragraph 4.12 Tender Process

3.2.5 Technical Offer

A **technical** tender offer describing the way in which the tenderer intends to carry out the tasks as described in the contract. Respecting all the obligations imposed by the specifications, bearing in mind the principals and values of Oxfam.

The tender should include, as stipulated in the Technical Specifications under Appendix A:

- A detailed methodology to achieve the consultancy objectives
- Detailed activity Schedule (timeline/ workplan) for the proposed works
- Name(s) and CVs or brief summary of professional background of key personnel to be involved in implementation of the Contract

3.2.6 Price proposal

- Clear breakdown of costs related to Consultancy requested indicating the total number of man-days per key personnel, and the total number of visits to the country during the contract period, and
- Additional services that the service provider would be willing to provide Oxfam at no cost.

4 CONDITIONS OF TENDERING

4.1 Questions / Request for clarification

Any requests for clarification may be submitted by email to [gziadeh@oxfam.org.uk], Cc sheneskehian@oxfam.org.uk and lmakarem@oxfam.org.uk, until 17 October 2019.

4.2 Clarification meeting / site visit

No clarification meeting is planned. Visits by individual prospective tenderers, cannot be permitted during the tender period.

4.3 Alteration or withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

4.4 Costs of preparing tenders

All costs incurred by the tenderer in preparing and submitting the tender are not reimbursable. All such costs will be borne by the tenderer.

4.5 Late Proposal

Tenders must be received **before 25 October 2019 at 17:00 Beirut time**. Tenders received after the closing date will not be considered, unless in Oxfam sole opinion there are exceptional circumstances which have caused the delay.

4.6 Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company.

European Union regulations on 'Rule of Nationality' will be applied to nationality of service providers, suppliers and works contractors. Companies registered in these countries are not eligible to apply to this tender: Argentina, Brazil, China, India, Indonesia, Mexico, South Africa, Australia, Canada, Japan, Korea, New Zealand, Switzerland and the United States of America. For further information, please follow this link: <http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.3.1>

4.7 Compliance

Oxfam reserves the right to reject all bids not submitted in the format specified and any bids where any of the required forms are not completed.

4.8 Right to reject all tenders

Oxfam is under no obligation to accept any tender.

4.9 Specification

If the tenderer wishes to propose modifications to the specification (which may provide a better way to achieve Oxfam's objectives) these must be considered as an alternative offer. The Tenderer must make alternative offers in a separate letter to accompany the tender. OXFAM is under no obligation to accept alternative offers.

4.10 Confidentiality

Tenderers must treat the invitation to tender and all associated documentation supplied by OXFAM as confidential.

4.11 Tender Process

Oxfam reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous.

The contract will be awarded to the administratively and technically compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender, otherwise referred to as "best value for money".

Tenders will be evaluated on the criteria listed below:

CRITERIAS	Award criterias	Score up to	Max. Score	% of overall
Capability / competence of tenderer to perform the service required	Experience in the field concerned	10	30	30%
	Experience with Oxfam or other international NGOs of a similar Oxfam volume.	4		
	Experience working with the Water Establishments	6		
	Qualifications, skills, languages or experience of key personnel engaged in the project	10		
Quality / Understanding of requirements	Meeting technical specifications (quality, methodology, etc.) OR Level of understanding of work/service required	25	40	40%
	Ability to meet delivery dates OR Reliability of plan proposed	10		
	Added value of items offered	5		
Prices for Services	Price proposal of service in accordance with the request	30	30	30%
TOTAL MAXIMUM GENERAL SCORING			100	100%

In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. These requests can only be for clarification purposes, not for the correction of major details.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence Oxfam in its decision concerning the award of the contract will result in the immediate rejection of his tender.

4.12 Notification award and contract signature

The successful tenderer will be informed in writing that their tender has been chosen (notification of award). Oxfam will agree with the selected tenderer on the final contract version and will send the signed documents in two original copies to the successful tenderer.

The unsuccessful tenderer will be informed by e-mail within the 30 days following the award.

Within 10 working days following the reception, the successful tenderer will sign, date and send back the contract. The selected tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within 10 working days, Oxfam can consider (after notification) the award as null and void.

4.13 Ownership of tenders

Oxfam retains ownership of all tenders received under this tender process. Consequently, tenderers have no right to have their tenders returned to them.

Oxfam guarantees that tender offers shall remain confidential.

4.14 Type of contract

The contract that will be concluded between the successful tenderer and Oxfam is done according to Oxfam's standard contract. A contract draft is included in Appendix F – Contract Template.

By submitting an offer to this Invitation to Tender, the tenderer accepts Oxfam's contract terms. If any remark or reserve were to be raised by the tenderer, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer's proposal to replace the discussed sections of the contract.

If the tenderer submits an offer with no clear feedback on Appendix F – Contract Template, then Oxfam will consider the submitted contract draft has been accepted in full by the tenderer.

4.15 Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by Oxfam.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received, or where there has been no response at all.
2. The economic or technical parameters of the project have been fundamentally altered.
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible.
4. All technically compliant tenders exceed the financial resources available to Oxfam.
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

Under no circumstances will Oxfam be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if OXFAM has been warned of the possibility of damages.

Tenderers are requested not to contact Oxfam during the tender assessment period, unless through the formal questioning mechanism outlined above or if they are an existing Oxfam supplier, and then only in pursuit of existing Oxfam business.

APPENDIXES

Appendix A: Technical Specifications

Appendix B: Tenderer's declaration

Appendix C: Oxfam Ethical and Environmental Policy

Appendix D: Supplier Questionnaire

Appendix E: Price proposal

Appendix F: Oxfam Contract Template

Appendix A: TECHNICAL SPECIFICATIONS

Terms of Reference (ToR)

Foundations for Restructuring Water-Wastewater Tariffs/Introduction of Consumption Based Water-Wastewater Tariffs in Lebanon – Learning, Strategies for Acceptance

Under the Project ‘Water, Sanitation and Hygiene (WASH) programme for Syrian refugees and Lebanese host communities

Oxfam Lebanon Programme

Background

Under the EU’s Joint Humanitarian Development Framework 2018-19, WaSH was identified as a key priority sector for Lebanon. H2All, a WaSH consortium that consists of Oxfam, Norwegian Refugee Council (NRC), World Vision International (WVI) and Gruppo di Volontario Civile (GVC) have come together to implement the project “Improving access to safe and affordable water to vulnerable communities” under the EU Madad Trust Fund “Water, Sanitation and Hygiene (WASH) programme for Syrian refugees and Lebanese host communities”. The project aims to contribute to effective, sustainable and multi-level water governance in crisis affected Lebanon, through empowering local and regional authorities and demonstrating cost effective systems for water service provision.

As part of this, Oxfam is implementing four different components that contribute to the overall project aim (i) solarization of boreholes for domestic water supplies (ii) capacity building in the water sector for solar water pumping (iii) research into the water/wastewater-energy nexus in Lebanon and the component relating directly to this tender is (iv) laying foundations for restructuring/introducing a consumption-based tariff in Lebanon.

Lebanon has been known as the ‘water tower of the Middle East’, although despite this, challenges of infrastructure, energy and management mean that many households receive at best an intermittent water supply from the public network. Although there is deemed to be an overall surplus in water budgets at the national level, the heavily urbanized basins at the coast and the over exploited aquifers of south Bekaa, show significant deficiencies in the water balance¹. Analysis of data over the last 50 years indicates that Lebanon is witnessing signs of decreasing precipitation², reductions in annual average discharge of key large springs, rising temperatures and an associated reduction in snow cover and its residence time³.

Law 221/2000 and its amendments⁴, established the four Water Establishments of Lebanon in 2000: North Lebanon Water Establishment, Bekaa Water Establishment, Mount Lebanon and Beirut Water Establishment and South Lebanon Water Establishment. The four Director Generals of the Water Establishments appointed in March 2018 have expressed their interest in favour tariff revision. The law also gives the Water Establishments the right to amend water tariffs appropriate to the region.

Whilst the electricity tariff has been frozen for many years and significant resistance (perhaps political as well as public) to its increase, it is understood that the WEs have suffered less challenges in raising tariffs

¹ [Assessment of Groundwater Resources in Lebanon 2014](#)

² [State of the Environment report in Lebanon “State and Trends of the Lebanese Environment” UNDP 2011](#)

³ [Analyzing climatic and hydrologic trends in Lebanon, Shaban, 2011](#)

⁴ [The Law on the Organisation of Water in Lebanon 221/2000](#)

OVERVIEW OF CHANGES IN TARIFF SINCE 2000 IN EACH WATER ESTABLISHMENT

Annual Water Tariff in LBP	Beirut	North	Bekaa	South
	Mount Lebanon			
Based on 1m ³ /day	N/a	228,000	180,000	319,000

The four WEs have very different subscription and payment rates for the flat rates charged.

OVERVIEW OF CURRENT SUBSCRIPTION AND PAYMENT RATES BY WATER ESTABLISHMENT

Water Establishment	Subscribers Number	Payment Rate
North Lebanon	120,000	60%
Mount Lebanon and Beirut	N/a	N/a
Bekaa	87,761	35%
South Lebanon	174,543	61%

There is not a common understanding of where all of Lebanon's WEs stand in relation to different levels of cost recovery (including electricity payment), where current levels of cost recovery stand (and corresponding levels of losses), and what expenditure is prioritized for using the income available. It is understood that whilst in other countries public management of water supplies may be assessed to have an over-staffing, many WEs indicate that they suffer from a lack of skilled staff⁵, with recruitment impeded by government policy around civil service recruitment. The calculation of an accurate water tariff requires the availability of key data; it is not clear what the status is across all WEs of the different data needs around these key components.

Consumption Based Tariffs

Small scale attempts at the introduction of consumption-based tariffs in the past have been met with political resistance, with a lack of engagement and communication with consumers and key stakeholders seen in part to blame. Consumption-based tariffs are also seen by some not only as a way to increase revenue, but to reduce energy costs (through reduced consumption and therefore reduced pumping), improve fairness and transparency (paying for what is consumed rather than for a fixed service level which is often not delivered or realistic and a means to measure consumption), trust and accountability (through an ability to measure actual delivery and service level as well as providing a platform from which rights can be understood; a catalyst for a new level of proximity and two-way engagement between Water Establishments and their consumers), as well as supporting a reduction in over-exploitation of water supplies. Unpublished evidence suggests that 70% of customers consume 30% of the water, with 30% consuming 70%.

Water tariff restructuring or moving to a consumption-based tariff, may not necessarily seen as a priority action in immediate steps to improve water service levels and cost recovery. The recent (July 2019) presentation of the South Lebanon Water Establishment's strategy 2020-2025 towards 'water for everyone within 5 years⁶, was based (as conservative scenario) around no changes to the current flat-rate water tariff, but focused in on (i) increasing revenue (increased subscription and payment rates) (ii) reducing/optimizing costs (investment in renewables, transferring to surface water from groundwater production and (iii) improvements in non-revenue water, to reduce the overall energy bill, seen as 60-70% of costs). The strategy did not include any tariff revision or restructuring, although the introduction of smart meters to measure and monitor consumption for better management (as optimal scenario), was included.

Communicating with Customers and Customer Billing Mechanisms

⁵ [Lebanon Country Water Sector Assistance Strategy 2012-2016, Report No. 68313-LB](#)

⁶ [South Lebanon Water Establishment Strategy 2020-25](#)

Different levels of effort have been made across the four WEs to understand their customers. The default position has been 'reactive' communication with the introduction of some more recent 'proactive' communication streams, funded often by international partners. These include for example, 'town-hall' consultations, customer call centers and social media. In some instances, a culture of customer service may be promoted externally, whilst internally (to WEs), a recognition of this need to change lags behind. Some suggest 'action' rather than communication is the most important component in gaining trust from consumers and an acceptance of a revised structuring of water bills; others highlight the importance of the enforcement of bill payment and penalties for those that connect illegally to public networks or do not pay bills. There is however, no common understanding of the relative importance and effectiveness of the different measures implemented.

Billing. Communicating with customers also includes billing and collection. Billing mechanisms are also key in making payment easier for customers, including enabling installments for those where paying a large annual bill is challenging. *(insert here analysis on current billing options when we get these)*. Communication for effective billing and collection of payments is also obviously key for cash flow for WEs too.

Current billing options (as per Water establishments)

Water Establishment	Billing Options	Payment Options
North Lebanon	N/a	N/a
Bekaa	One flat bill	Up to four installments
Mount Lebanon-Beirut	N/a	N/a
South Lebanon	<p>Paying for the current year all together. Dividing the current year divided into 4 payment</p> <p>In case there was overdue payments from the previous year; then the subscriber must pay the current year and then pay the rest in instalments divided up to 3 years</p>	<p>Pay directly in the establishment.</p> <p>Paying to SLWE collecting staff</p> <p>Paying through MoneyGram</p> <p>Paying through OMT <i>(option will be available soon)</i></p>

Civil Society in Rights and Access to Water and Sanitation. In other many countries, civil society groups have formed to ensure the voices of communities are heard in advocating for consumer rights around access to charges for water and sanitation - particularly where it comes to supporting pro-poor tariffs. Whilst there are many civil society organizations (particularly international), who have been working particularly in support of access to water and sanitation in the context of Syrian refugees in Lebanon, the role of civil society in supporting advocacy around the rights of Lebanese populations is not well developed, although the reasons for this are unclear.

Different Service Levels, Bill Payments and Dealing with Bill debts

The lowest charge rate for water is based on a supply of 1m³/day at the household level. However, the design of most networks is based on 180/165 liters/pers/day in urban/rural areas (equating to 900-825 liters/ household); (unpublished) work suggests that actual usage is even less, indicating a mismatch between system design/usage and water rates. There are a wide range of service levels, between and within WEs, in terms of the number of days and hours per day served, which also vary according to season. This can also be related to the hours of electricity per day and (particularly in smaller locations) whether the hours available fall within the working day of pump operators, forcing many households to purchase expensive (and unregulated) tankered water. The reality is that many households are not only expected to, for a service level they don't received, but they are also forced to increase their household expenditure on water. At the same time, there are households that are illegally connected to the network with no subscription. It is however, only those who are subscribed and don't pay who gather debts.

There is some evidence suggesting that many households receiving a poor service would be willing to have a meter installed, so that at least they would only pay for the water they receive. However, the current tariff structure (the lowest based on 1m³/day/household) would need to be restructured, as it currently sits at an unrealistic minimum, and does not promote water conservation because this is very high minimum. It is possible that WEs have the information how much debt there is in unpaid water bills and moving forward, how important it is to collect these debts and how to manage a fair collection of debts of thousands of households given the service levels received, although there have been attempts to do this across in some WEs.

Whilst WEs are technically empowered to implement different tariff levels and required to 'take into consideration the general socio-economic conditions'⁷ of its customers, the current flat rate tariff structure makes little differentiation between most consumers. Indeed, it is suggested that flat rate tariffs provide no incentive to consumers to save water or to the WEs to improve service delivery⁸

Many stakeholders suggest that any change in tariff structure should, at least initially, not lead to an increase in the amount billed for most consumers. For some, it is felt that the current flat rate water charges are affordable for all, but there also seems to be consensus that pro-poor tariffs are important. If pro-poor tariffs are not related to lower water consumption (and therefore requires the ability to measure consumption), then other social protection identification mechanisms (potentially involving local authorities), may need to be engaged.

Measurement of Water Consumption

The ability to measure water is likely to be a critical component in the overall restructuring of water tariffs. Whilst there has been progress in the installation of water meters across all WEs, and the NWSS of 2012 and the recent draft Water Code indicates the application of Volumetric tariff around the whole country there is not yet the ability for WEs to bill by consumption, although Law 221/2000 gives the ability to decide tariffs for potable and irrigation water to the WEs

In addition to the right to bill water by consumption, there is no consensus on the technology by which this consumption should be measured. Different donor funded project approaches have also meant that different decisions have been taken in water meters selection - even within individual WEs. Whilst criteria exist to support the selection of the most appropriate water metering technology, there are no agreed standards for water meter selection in Lebanon; some support the direct selection of more expensive smart meters that overcome the realities of intermittent water supply and enable rapid, low (person) inputs for reading (which some suggest will be more cost effective in the long run), whilst others promote a more progressive approach in selecting cheaper mechanical meters in support of a faster total coverage of households with meters, in-line with more realistic and immediate fiscal abilities.

MoEW (2010) suggest that water for domestic use represents approximately 30% of total water usage, with agriculture taking 60% and industry 10%, although a comprehensive monitoring of supply is yet to be in place, with SCADA systems being installed in many new/rehabilitated systems. It is also understood that much of the water for industry and agriculture are from private boreholes, although in some areas, water for irrigation is diverted from domestic supplies. The regulation of groundwater abstraction, including the issue of permits for well drilling, is starting to be enforced, although it is thought that a large number of wells are still not registered. Indeed, enforcement overall is seen as one of the main challenges to a more effective and efficient water and wastewater sector.

Wastewater

It is understood that two thirds of the population is connected to some kind of a sewage network but a much smaller percentage of this wastewater reaches an operational wastewater treatment plants (WWTPs)⁹ and many of these are operating under capacity. Issues include lack of a supporting sewerage

⁷ The Law on the Organisation of Water in Lebanon 221/2000

⁸ [Lebanon Country Water Sector Assistance Strategy 2012-2016, Report No. 68313-LB](#)

⁹ Adapted from [Assessment of Treated Wastewater in Lebanon, FAO 2016](#)

network, intermittent electricity, cost of operation (energy) and lack of pre-treatment of effluent from industry. Whilst law 221/2000 indicates that management of WWTPs should be under the WEs, many remain under the overall management of MoEW (operated by contractors) and municipalities. There remains no agreed wastewater tariff. Without a clear mechanism to fund operation and maintenance of WWTPs, taking on the management of these plants remains a challenge for WEs.

Learning Between Water Establishments

With the recent changes in Director Generals of the Water Establishments, a regular informal meeting takes place between them. Whilst there are other mechanisms (such as the use of the same consultants), which may share learning between WEs, it is unclear how systematically learning is shared or applied. All WEs are members of ACWUA (Arab Countries Water Utility Association), although it is unclear how many opportunities are presented for learning or that they are able to take up.

Research Tender

Under the patronage of the Ministry of Energy and Water and in collaboration with the four Regional Water Establishments (WEs), Oxfam would like to invite interested international and national consulting bodies (hereinafter referred to as the **Consultants**) to place an offer for the provision of consultancy services on **'Foundations for Restructuring Water-Wastewater Tariffs/Introduction of Consumption Based Water-Wastewater Tariffs in Lebanon – Learning, Strategies for Acceptance**

Ideally submissions would be from a **collaboration of national and international groups** bringing together a depth of understanding of the water sector and stakeholders in Lebanon and a broad range of international learning and experience in water tariff preparation, and communicating with consumers and key stakeholders to prepare the right enabling environment for water tariff restructuring. The research will require participatory approach among key stakeholders and the consumer community to create common consensus on accepted consumption-based tariff restructuring strategy development.

Aim

This research is to provide a critical foundation from which to build future work on developing an overall strategy for water-wastewater restructuring/introduction of a consumption-based water-wastewater tariff. Oxfam is looking for consultants that will be able to draw upon learning from national, regional and global experience in strategies towards water tariff restructuring.

This work has particular emphasis on two aspects:

- (i) Gathering learning around water tariff restructuring/introducing a consumption-based tariff and the importance of engaging and communicating with consumers and key stakeholders and laying the ground for future tariff study – (future study that will comprise of two main tasks measure actual consumption patterns of given pilot areas (water balance), economical assessment of various scenarios to measure forecasted revenue)
- (ii) Assessing the current status of cost recovery at Water Establishments level and their readiness for water tariff calculation and restructuring

Objectives

1. **Meta-Analysis of Learning** Around Water-Wastewater Tariff Restructuring/ Implementation of a Consumption Based Tariff
2. **Meta-Analysis of Learning** around the Role and Importance of **Community and Stakeholder Engagement and Communications** in Acceptance of Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff
3. Fill Gaps in Understanding of Community Perceptions and Options around Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff
4. **Strategy** for Community and Stakeholder Engagement and Communications in Support of a Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff
5. **Recommendations** for Specific Changes Required within the **Legal and Regulatory Framework** at National and Water Establishment Level

Research Approach

Oxfam and the MoEW envisage a series of short reports and case studies to present the work of the research, with a limited number of summary documents as part of the finalization of the work. We would like to see from the overall process of implementing the research, active engagement of sector stakeholders throughout the process so that both sharing, learning and engagement occurs throughout the process, rather than only at the end, perhaps through a series of workshops at key milestones throughout the research.

Scope of Works

Learning around Water Tariff Restructuring, Community Engagement and Communications

1. Meta-Analysis of Learning Around Water-Wastewater Tariff Restructuring/ Implementation of a Consumption Based Tariff

In reviewing literature, interviews, case studies, external learning, provide a meta-analysis of learning that can be drawn upon in moving forward to a broader restructuring/implementation of a consumption-based water-wastewater tariff, including the incorporation of pro-poor tariffs. What are the key factors of success and failure? What role has community engagement and communication with consumers/key stakeholders played in these factors?

- **Literature review** of previous water-wastewater tariff work in Lebanon, which must include sourcing grey literature, (as this is likely where most information is available), including pro-poor tariffing, providing an annotated bibliography of all documents identified. Incorporating learning from the electricity sector in Lebanon where useful.
- **Interviews** with individuals, organisations, institutions and government representatives that have been involved in water-wastewater tariff studies, projects particularly those focused in on consumption-based tariffs and pro-poor tariffing in Lebanon (and beyond, where appropriate). Incorporate interviews with the electricity sector in Lebanon where useful.
- **Case studies (4)** one for each WE of attempts to implement water-wastewater consumption-based tariffing. What has worked and why? What has not worked and why? Analysing enablers or barriers for the introduction of volumetric Water tariff and Waste Water tariff
- **Regional/Global Learning.** Identify what learning exists regionally/globally around water-wastewater tariff restructuring/moving to consumption-based tariffs (including pro-poor tariffs and enforcement of bill payment and disconnection of non-subscribers) that can be helpful for the Lebanese context?

2. Meta-Analysis of Learning around the Role and Importance of Community and Stakeholder Engagement and Communications in Acceptance of Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff

In reviewing literature, interviews, case studies, stakeholder analysis and external learnings undertaken by various agencies' such as GTZ, LWP etc, provide a meta-analysis of learning around the role and importance of engaging and communicating with communities and key stakeholders in moving forward to a broader restructuring/ implementation of a consumption water-wastewater based tariff.

- **Literature review**, which must include sourcing grey literature, around understanding consumer perceptions of water-wastewater tariffs, gaining trust and confidence in WEs, engagement and communications with communities and enforcement of bill payment and disconnection of non-subscribers, in the context of WEs in Lebanon, providing an annotated bibliography of all documents identified. Draw on documentation in the electricity sector in Lebanon where useful.
- **Interviews** with individuals, organisations, institutions and government representatives that have been involved in understanding water-wastewater utility customer perceptions, gaining trust and confidence in WEs, community engagement and communication with consumers and key stakeholders, with particular emphasis on water-wastewater tariffs and consumption-based tariffs. Include interviews in the electricity sector in Lebanon where useful.
- **Interviews/surveys** of other key community members and stakeholders outside of direct consumers to understand their perceptions around restructuring of a water-wastewater tariff/introduction of a consumption-based tariff, enforcement around bill payment and disconnection of non-subscribers, how to gain trust and confidence in WEs, and their recommendations of how best to ensure a smooth and efficient transition.
- **Case studies (4)** one for each WE, of engaging and communicating with consumers and key stakeholders, ideally around water-wastewater tariff restructuring/consumption-based tariffs and

gaining trust and confidence in WEs, to identify learning around costs and benefits of engagement and communication.

- **Mapping of civil society organisations** engaged in supporting consumer voices and rights in Lebanon, particularly those involved in utilities and the water sector specifically. In comparing civil society engagement in other/regional contexts, access needs, gaps and space available for additional development.
- **Stakeholder Analysis.** Develop an overall stakeholder analysis to understand who are key stakeholders (formal and informal), their influence, and how they should be involved in changes to the water-wastewater tariff
- **Regional/Global Learning.** To support future water-wastewater tariff restructuring/moving to consumption-based tariffs in Lebanon, identify what learning and good practice exists regionally/globally in the water utility sector around understanding community/key stakeholder perceptions and communication with communities and key stakeholders can be helpful for the Lebanese context around:
 - i. Moving from flat rate to consumption-based tariffs
 - ii. Moving from flat rate to consumption-based tariffs in schemes with intermittent services
 - iii. Billing and collection methods to support increased payment rates
 - iv. Increasing consumer subscription and payment rates; the importance of enforcement in increasing these rates
 - v. Pro-poor water tariffs
 - vi. Developing trust and confidence of consumers in water utilities
 - vii. Importance of 'water education' of children

To assist in understanding where most efforts should lie, which components can be described as context specific and which have common trends regardless of context

3. Fill Gaps in Understanding of Community Perceptions and Options around Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff

Propose and implement additional data collection methods to better understand consumer perceptions and opinions regarding (assume that little data exists):

- Flat rate and consumption-based tariffs
- Introduction of a wastewater tariff to the water bill
- Ability and willingness to pay water bills
- Expectations of water supply service levels
- Pro-poor water tariffs
- Needs and expectations of engagement in the water sector
- Needs and expectation of communication from WEs
- Preferred means of communication with WEs
- Do the means of receipt, frequency of billing and payment modalities have impact on the payment of water bills?
- What develops trust and confidence in WEs
- Perceptions around repayment of debts
- Options WEs could present to make repaying water debts more manageable
- What motivates/convinces households to become new subscribers?
- What motives/convinces households to pay bills?
- Perceptions and importance of enforcement of bill payment, disconnection of non-subscribed consumers
- Household coping abilities to pay for water and wastewater services and strategies

4. Strategy for Community and Stakeholder Engagement and Communications in Support of a Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff

Outline strategy for community engagement and communications with consumers, key community and other stakeholders to support an efficient and effective restructuring of the water-wastewater tariff/introduction of a consumption-based water tariff, including relevant options for pro-poor tariffing in Lebanon.

5. Recommendations for Specific Changes Required within the Legal and Regulatory Framework at National and Water Establishment Level

- Provide an analysis of the current national laws, policies, decrees and WE specific bylaws that may support or hinder a restructuring of water-wastewater tariffs, including a move towards a consumption-based tariff
- Identify specific recommendations for changes that may be required to provide an enabling environment for water-wastewater tariff restructuring/introduction of a consumption-based tariff

Time Frame

The work is expected to be completed within six months of signature of contract.

Expected Deliverables

1. Scoping Report to confirm the content and methodology for the achievement of each objective
2. Two short learning case studies (no more than 3 pages each) of attempts to implement water-wastewater tariff restructuring/implementation of a consumption-based tariff in Lebanon
3. Meta-Analysis of Learning Around Water-Wastewater Tariff Restructuring/ Implementation of a Consumption Based Tariff (no more than 20 pages)
4. Two short learning case studies (no more than 3 pages each) of attempts to engage/communicate with consumers/key stakeholders in supporting tariff restructuring/consumption-based tariff or building trust between consumers and WEs
5. Meta-Analysis of Learning around the Role and Importance of Community and Stakeholder Engagement and Communications in Acceptance of Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff (no more than 20 pages)
6. (Survey) Report - Understanding of Community Perceptions and Options around Engagement/Communication with WEs Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff (no more than 10 pages)
7. Strategy for Community and Stakeholder Engagement and Communications in Support of a Water-Wastewater Tariff Restructuring/Introduction of a Consumption Based Tariff (no more than 10 pages)
8. Recommendations for Specific Changes Required within the Legal and Regulatory Framework at National and Water Establishment Level for water and waste water tariff-based service delivery (no more than 5 pages)
9. Several stakeholder workshops (number, scope and timing to be proposed by the Consultants)
10. Bi-monthly progress updates and meetings/teleconference

Oversight

Oxfam Lebanon country program in collaboration with MoEW and the H2All consortium, shall exercise oversight over the service performed by the Consultants under this ToR.

A group including representatives from the Water Establishments and other key stakeholders may be considered for the review of key outputs.

Stakeholder workshops will also give the opportunity for feedback to key stakeholders throughout the process. The Consultants, however, shall be solely responsible for the quality and integrity of its services including the deliverables.

Appendix B: TENDERER'S DECLARATION

We the Undersigned accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which we hereby waive.

We have examined carefully, understood and comply with all conditions, instructions, forms, provisions and specifications contained in this tender dossier including the contract template with its annexes and the Oxfam Ethical and Environmental Policy. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at Oxfam's discretion.

We hold no reservation in regard to the tender dossier; and are aware that any reservation may result in the rejection of the tender by Oxfam.

We are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform Oxfam in writing.

We declare that are affected by no potential conflict of interest, and that we and our staff have no particular link with other Tenderers or parties involved in this competition. Should such a situation arise during performance of the contract, we shall immediately inform Oxfam in written.

<i>Company name and address:</i>
<i>Company's Representative name:</i>
<i>Title of Representative in the Company:</i>
<i>Representative's signature and stamp:</i>
<i>City, date:</i>

Appendix C: ETHICAL AND ENVIRONMENTAL POLICY

Section 1: Policy Statement

Oxfam recognises the importance of sustainable development for people living in poverty, and the long term benefits of becoming a more sustainable organisation. Oxfam takes responsibility for and is committed to managing the labour and environmental standards in its operations and supply chains. In order to embed appropriate management of these standards, the associated framework must be adopted.

Qualifications to the policy

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, Oxfam will purchase necessary goods and services from the most appropriate available source.

Section 2: Policy Details

2.1 Labour and Environmental Standards

Oxfam is committed as a minimum to complying with all applicable labour and environmental legal requirements in its both operations and supply chains.

In addition, Oxfam is committed to meeting the labour and environmental standards below and applying a continuous improvement approach within an agreed timeframe where it is known that standards are not met.

When Oxfam sources from small producer groups, it applies the principles of Oxfam International's Values Based Approach to Fair-Trade.

Labour Standards

Oxfam has adopted the [Ethical Trading Initiative Base Code](#) for its labour standards:

Employment is freely chosen:

- There is no forced, bonded or involuntary prison labour.
- Workers are not required to lodge "deposits" or their identity papers with the employer and are free to leave their employer after reasonable notice.

Freedom of association and the right to collective bargaining are respected:

- Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- The employer adopts an open attitude towards the legitimate activities of trade unions.
- Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

Working conditions are safe and hygienic:

- A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- Access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- The company observing the standards shall assign responsibility for health and safety to a senior management representative.

Child Labour shall not be used:

- There shall be no new recruitment of child labour.
- Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child.
- Children and young people under 18 years of age shall not be employed at night or in hazardous conditions.
- These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

Living wages are paid:

- Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. In any event wages should always be high enough to meet basic needs and to provide some discretionary income.
- All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid.
- Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

Working hours are not excessive:

- Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

No discrimination is practised:

- There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

Regular employment is provided:

- To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice.
- Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

No harsh or inhumane treatment is allowed:

- Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

Environmental Standards

Oxfam is committed to reduce its reliance on finite/scarc resources and to minimise the environmental impact of its operations including its supply chain, and will work to achieve the standards listed in this section.

Climate change:

Monitor and actively seek to reduce the Greenhouse Gas (GHG) emissions associated with its operations and:

- Set absolute GHG reduction targets for operations in industrialised countries or Economies in Transition, such as those identified in Annex I of the United Nations Framework Convention on Climate Change below
- Set and report on targets for improved efficiency in countries where Oxfam runs programmes, such as those that may be regarded as non-Annex I countries under the UNFCCC

Waste:

- Reduce waste to landfill.
- Monitor operations, including procurement, to ensure waste minimisation and high product and process efficiency.
- Effective controls of waste in respect of ground, air, and water pollution are adopted.

Materials:

- Reuse, recycling and the use of recycled and recyclable materials are strongly encouraged.
- Avoid where practicable reliance on materials that are heavily dependent on finite resources.

Packaging:

- Actively avoid undue and unnecessary packaging wherever practicable and use recycled and recyclable materials wherever appropriate.

Wood and forest products:

- Ensure that all forest products purchased are as a minimum legal in origin and provide evidence of due diligence to ensure this if requested by Oxfam
- Suppliers of paper products sourced from Oxfam affiliate home country offices and retail products carrying the Oxfam Brand must source forest products from recycled sources or well managed forests which have been certified to a credible standard. Exceptions will be made for products which are Fairtrade marked or produced by members of the World Fair Trade Organisation as appropriate. Oxfam views the Forestry Stewardship Council (FSC) as the most credible certification for the sustainable sourcing of wood and forest products.
- Suppliers must never knowingly become involved in, collude with or purchase timber from illegal logging operations.

Energy:

- Work to reduce energy consumption and where practicable use energy from renewable resources.

Transport and travel:

- Reduce staff travel wherever practicable.
- Monitor and reduce transport logistics to ensure efficient distribution and delivery of products and services.

Conservation of biodiversity:

- Seek to minimise the impact of operations on fauna, flora and land to ensure the conservation of biodiversity and habitats.

Water:

- Develop a better understanding of its impact on water use and develop management processes where appropriate

Annex I countries, United Nations Framework Convention on Climate Change

Australia, Austria, Belarus, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, European Union, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland, United States of America.

2.2 Oxfam Procurement Integrity Principles

Oxfam is committed to ensure that its procurement processes are run with integrity and to further this commitment Oxfam actively promotes principles for suppliers and staff as detailed below.

Procurement Integrity Principles for Oxfam Suppliers

Oxfam expects suppliers as a minimum, to follow the below-mentioned principles:

- Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
- Be open and transparent about the labour and environmental standards in their supply chains. To provide information requested by Oxfam to enable our assessment of labour and environmental standards in their supply chains.
- Support workers to realise their rights and minimise the barriers which prevent workers from achieving them.
- Demonstrate ability to meet local labour and environmental laws.
- Demonstrate commitment to achieve conformance with the Labour and Environmental Standards in section 2.1 above and commitment to continuous improvement of their labour and environmental standards as agreed with Oxfam.
- Suppliers importing from small scale producer groups facilitate trade in-line with Oxfam's values based approach.

Oxfam will seek alternative sources where the conduct of suppliers demonstrably violates the basic rights of Oxfam's intended beneficiaries, and there is no willingness to address the situation within a reasonable time period.

Oxfam will not knowingly enter into contract or partnership with suppliers that participate in the activities outlined below:

List of activities that Oxfam suppliers should not be involved in:

Oxfam will seek alternative suppliers if we identify the following activities:

- Actively lobby to undermine public policies to tackle climate change or push for continued expansion of fossil fuel use
- Arms manufacture;
- The sale or export of arms or strategic services to governments which systematically violate the human rights of their citizens, or where there is internal armed conflict or major tensions, or where the sale of arms may jeopardise regional peace and security.
- Tobacco production and sale;
- The sale of baby milk outside the World Health Organisation (WHO) Code of Conduct;
- Pesticide sales outside the Food and Agriculture Organisation (FAO) guidelines for pesticide retailing
- Extractive industries
- Production or publication or broadcast of adult entertainment
- Knowingly become involved in, collude with or purchase timber from illegal logging operations.
- Any other activities which violate the basic rights of Oxfam's intended beneficiaries.
- Activities which contravene the Procurement Integrity Principles listed in section 2.2

Suppliers must declare any formal party political involvement or activity.

Procurement Integrity Principles for Oxfam Staff

To ensure we procure with Integrity, Oxfam staff will:

- Recognise that our suppliers may not be able to achieve all the labour and environmental standards laid out in sections 2.1 immediately and we will support suppliers to work toward conformance within a reasonable timeframe.
- Recognise the impact of all supply decisions on meeting the labour and environmental standards outlined in section 2.1 of this policy. We will involve our suppliers in addressing issues that may arise and expect them to assist us in minimising any negative effects.
- Ensure that our supply requirements are adequately defined and specified in sufficient time to allow the supply market to react to our demand.
- Ensure that our supply activities comply with all applicable international and national laws, regulations, conventions and agreements that are in force in the countries from where our requirements are being procured, and ensure that the specific supply related requirements of our donors are adhered to.
- Not engage in any activity with suppliers, or buyers from other organisations, which might be deemed to be anti-competitive or in breach of any statutory requirements in any country or trading region.
- Not terminate purchase arrangements or relationships without due regard to all material circumstances, appropriate communication and notification to the supplier. We will however terminate supplier relationships where serious breaches of Oxfam's labour and environmental standards persist after reasonable attempts have been made to work with the supplier to implement improvements, and where there is no reasonable prospect of securing improvements. Such terminations will be carried out in a responsible way.
- Act impartially and objectively in all their purchasing activities and to keep written records where appropriate to demonstrate that their actions have been fair and above reproach.
- Declare in advance any interest commercial or otherwise, they may have with a supplier to Oxfam and to be prepared to withdraw from those dealings if required.
- Maintain an unimpeachable standard of integrity in all their business relationships and to foster the highest possible standards of professional competence in all their supply activities.
- Not accept any personal gifts or other inducements, as individually or cumulatively these will be adjudged as an attempt to influence a purchasing decision.
- Seek the views of its suppliers over their ability to meet Oxfam's labour and environmental standards given existing buying practices, and assists them to meet their concerns.
- Recognise the contribution that stable business relationships can make to the observance of the labour and environmental standards, and endeavour to establish long-term relationships with its suppliers.

Appendix D: SUPPLIER QUESTIONNAIRE

ALL Suppliers and Subcontractors to complete Sections 1-6 and the declaration.

Suppliers providing branded products and services, rental vehicles and construction projects
to also complete section 7 and 8.

1 A) Company Profile				Oxfam Use only
Name of Company				
Name of Oxfam staff member you have contact with; if any. (Name, Department, Location)				
Registered Office address				
Ordering Address (if different)				
Payment Address (if different)				
Telephone Number				
Email				
Website				
Company Registration number (Please attach a copy of the certificate)				
Year established				
Please state your position in the supply chain e.g. Agent, Manufacturer, Service Provider, Importer, Trader				
Please specify the product/service being supplied to Oxfam				
Do your goods or services carry the Oxfam brand?				
Company turnover in trading currency (please attach recent financial statement)				
Turnover of the part of the business that would serve Oxfam				
Location of other operational sites (national and international), their functions and approximate numbers of employees where Oxfam goods or services could be positioned				
1 B) Total Number of Workers				
	Men (%)	Women (%)	Total	
Permanent Workers				
Temporary directly employed workers				
Agency indirectly employed workers				
Homeworkers/outworkers				
Management				
Is your company committed to achieving the labour, environmental and business integrity standards in Oxfam's Ethical and Environmental Policy			Yes	
			No	
2) Health & Safety				
Is there anyone designated as being responsible for Health and Safety issues in your company?	Yes/ No. Give details			
3) Management Systems and Policies				
Do you have or are you working towards any of the following	ISO9001 - Quality			

ethical/environmental, legal and technical management standards (add more fields if necessary)	ISO14001 - Environment	
	ISO26000 - Social Responsibility	
	SA8000 - Labour standards	
	Other	
Confirm which policies your company has in place. Please attach these:	Quality	
	Health & Safety	
	Environmental Management	
	Labour Standards	
	Equal Opportunities	
	Training & Development	
	Other	

4) Ethical (Labour) Standards

Do you ensure your company meets worker related legislation? (e.g wages, hours, health & safety) Please share what you have in place to support this.	Yes/No. Give details.
---	-----------------------

5) Environmental Standards

Do you ensure that your company meets all required local laws/regulations covering the environment? Please share what you have in place to support this.	Yes/No. Give details.	
Do you have an environmental policy in place? Please attach	Yes	
	No	

6) Experience & Subcontracting

Please provide details of 3 customers/clients for whom you have completed contracts for in the last 3 years, willing to provide a reference. If available, attach reference letters.			
	Reference 1	Reference 2	Reference 3
Customer/Organisation			
Contact name			
Telephone No			
Date awarded contract			
Contract scope and details			
Please detail what experience you have with dealing with International Non Governmental Organisations (INGO): If yes, please provide details about the scope of contract and the INGO name.			
If you supply services to OXFAM, do you subcontract/outsourcing services? If yes, please share name and contact details of the sub-contractors and the type of service provided.			

Please complete Sections 7 and 8 IF providing branded products or services, rental vehicles or construction projects

7) Pay & Hours

What is the national minimum wage (per hour)?		
What is the lowest hourly pay in your company?		
What deductions taken from worker's wages e.g. pension, tax?		
If yes, how much are the charges and what are they for?		
What are the normal weekly working hours for employees?		
Do workers have at least 1 day off in 7?	Yes	
	No	
What is the average overtime worked each month		
What is the minimum age of worker your company would hire?		
Explain how you ensure workers are not hired below the minimum age requirement		
Were any health and safety risk assessments carried out in the last year?	Yes	
	No	

8) Worker Management Communications

How do you ensure employees are aware of their rights?	Written Contracts		
	Staff notice boards		
	Intranet		
	Employee Handbook		
	Other		
What forms of representation are used?	Union		
	Employees share ownership		
	Elected Health & Safety Committee		
	Workers co-operative		
	Works Council		
	Staff Association		
	Other		
Do any workers belong to a Trade Union	Yes		
	No		
If yes, please provide the name/s of the Union/s			

Declaration (to be completed by Senior Authorised Manager. Please insert electronic signature or type name):
I confirm that all the information given is accurate. For and on behalf of the supplier :

Name :	Position :
Date :	Signature :

For Oxfam use only - Risk Rated by

NB There are some industries Oxfam has run campaigns on to highlight the harm they can cause to poor communities. If your company, or any parent or subsidiary, has any involvement with the production or sales of weapons, pharmaceuticals, infant formula or pesticides; or with the Finance industry please tell your Oxfam contact.

Name :	Position :
Date :	Risks :

Appendix E: PRICE PROPOSAL

The format can be modified or changed according to requirements.

Nº	Concept	Comments & Details	Quantity	Unit Price In [currency]	TotalPrice In [currency]
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
Sub TOTAL without VAT in [currency]					
Sub TOTAL of VAT in [currency]					
TOTAL AMOUNT (all taxes included) in [currency]					

Appendix F: CONTRACT TEMPLATE

PRIVATE & CONFIDENTIAL



CONSULANCY/FREELANCER AGREEMENT

Made on the.....of.....20.....

Oxfam Contract Manager

Name:
Address:
Email address:
Telephone number:

The Service Provider

Name:
Address:
Operating Base if different to above:
Email address:
Telephone number:

You are:

An individual	<input type="checkbox"/>	
A limited company	<input type="checkbox"/>	(reg. number)
A partnership	<input type="checkbox"/>	
An association	<input type="checkbox"/>	
Other (please specify)	<input type="checkbox"/>

The Service Provider is referred to as “**You**” throughout this Agreement which includes your representatives and authorised sub-contractors. Where the contract places an obligation on you, you agree to procure that your representatives and authorised sub-contractors (if any) also comply.

This Agreement is between you and **Oxfam**, ***[INSERT FULL NAME OF OXFAM ORGANISATION, INCLUDING COMPANY REGISTRATION NUMBER, CHARITY NUMBER AND REGISTERED OFFICE]***. All references to Oxfam include its group companies and, where specified in Schedule 1, other Oxfam entities who are members of Oxfam International.

- **SERVICES**

- You agree to provide the services set out at Schedule 1 (the **Services**) on the terms of this Agreement.
- You will provide the Services for the dates specified in Schedule 1, unless this Agreement is terminated early in accordance with paragraph 11.
- In providing the Services, you, and, if applicable, any individuals providing the Services for you, will:
 - co-operate with us in all matters relating to the Services and comply with our reasonable instructions;
 - be appropriately qualified to provide the Services;
 - provide the Services and use any materials with due care, skill and in accordance with Schedule 1 and Oxfam's written requirements, if any;
 - provide all equipment, tools and vehicles and such other items as are required to provide the Services; and
 - use the best quality goods, materials, standards and techniques and ensure that any goods and materials supplied or used to provide the Services will be free from defects in workmanship, installation and design.
- You are not the agent of Oxfam nor do you have authority (and you will not hold yourself out as having authority) to make contracts or enter into any engagements on behalf of Oxfam.
- You are responsible for ensuring that you have the necessary work permits and visas to undertake the Services.
- You are responsible for making all travel arrangements, including securing accommodation, necessary to carry out the Services.

- **FEES**

- Oxfam will pay for the Services on the basis set out in the Description of Services. In the event of early termination of this Agreement (except where Oxfam terminates under clause 11.2(a) or 11.3), payment shall be made in proportion to the amount of work satisfactorily completed.
- All fees referred to in this Agreement are inclusive of VAT or other applicable taxes, and any other applicable taxes (and the payment of any taxes chargeable in relation to the Services is conditional on your provision to Oxfam of a valid tax invoice). If Oxfam is required to withhold or deduct any amount on account of tax from a payment due to you, Oxfam will not be required to gross up that payment.
- Oxfam is entitled to deduct from any sums payable to you any sums that you may owe Oxfam at any time throughout the duration of this Agreement.

- **CONFIDENTIAL INFORMATION**

- You shall not use or disclose to any person during or at any time after your engagement by Oxfam any information relating to Oxfam's business and operations or any other matters which may come to your knowledge whilst providing the Services, and which may reasonably be regarded as confidential (**Confidential Information**). You further

undertake to use all Confidential Information disclosed under this Agreement exclusively for the purposes of providing the Services.

- The restriction in clause ☐o does not apply to
 - any information which was already in your possession before it was disclosed to you under this Agreement or was already in the public domain; or
 - any disclosure required by law.

- **ETHICAL DECLARATION**

- You agree to comply with the Ethical & Environmental Policy at Schedule 2. Willingness to pursue compliance with Oxfam's Ethical & Environmental Policy does not imply Oxfam's endorsement of the ethical nature of your business and no such claims should be made.

- **INTELLECTUAL PROPERTY**

- You warrant that you own or will own all materials produced under this Agreement, and that they are original, shall not be defamatory, and shall not infringe the rights of any third party or be in any way unlawful.
- If you make use of the services of any third party, you will procure an assignment of intellectual property rights and waiver of moral rights from such third party in respect of all materials produced under this Agreement at no cost to Oxfam, unless you agree otherwise with Oxfam.
- You hereby assign to Oxfam all existing and future intellectual property rights in materials produced under this Agreement. You will do, at Oxfam's reasonable cost, all acts that may be necessary to give effect to this assignment.
- You irrevocably waive in favour of Oxfam all moral rights or similar rights in any jurisdiction which you have or will have in any materials produced under this Agreement.
- Neither you nor Oxfam shall acquire any right, title or interest in the other's pre-existing intellectual property rights.

- **USE OF E-MAIL AND INTERNET**

- If you have been given an Oxfam e-mail address and/or access to Oxfam's computers, you agree:
 - not to use that address for purposes other than those related to your obligations under this Agreement; and
 - to comply with Oxfam's Acceptable Use Policy, which Oxfam will supply to you on request.

- **DISCRIMINATION AND DIGNITY AT WORK**

- You shall treat all employees, agents and contractors of Oxfam with respect irrespective of their age, sex, marital status, sexuality, religion, religious belief, color, race, ethnic or national origin or any disability which they may have and you must not bully, harass or otherwise unlawfully discriminate against any person whilst providing the Services.

- **MEDIA AND USE OF OXFAM'S NAME**

- You may not use Oxfam's name and/or logo for any purpose beyond the performance of

your obligations under this Agreement unless you have first obtained consent in writing from Oxfam. This includes any news release, public announcement or proactive media work.

- **INSURANCE AND LIABILITY**

- You shall indemnify Oxfam for any loss, liability or costs (including reasonable legal costs) incurred by Oxfam in connection with any breach of this Agreement or any negligence by you. This includes loss or damage to any Oxfam property provided to you for the purpose of providing the Services.
- You will maintain in force during the period of this Agreement adequate insurance cover for the type of work that you are undertaking for Oxfam, with reputable insurers acceptable to Oxfam
- In all cases, you are responsible for your own medical arrangements and travel and medical insurance, if applicable.
- Where appropriate, you will provide evidence of all travel and medical insurance to the HR department at Oxfam at the time of signature of this agreement.

- **HEALTH AND SAFETY**

- You will take care of your own health and safety and others with whom you come into contact at Oxfam. In particular:
 - you will comply with all statutory obligations relating to health and safety at work for you, Oxfam staff and others with whom you come into contact while engaged in the performance of your obligations under this Agreement; and
 - you will comply with Oxfam's Health & Safety Policy Statement, which Oxfam will supply to you.
- You must cooperate with Oxfam to enable Oxfam to fulfil legal obligations regarding health and safety and you shall report to Oxfam any unsafe working conditions or practices.

- **TERMINATION**

- Oxfam shall be entitled to terminate this Agreement at any time by giving you not less than one (1) month's written notice.
- Either party may terminate this Agreement with immediate effect where:
 - the other is in material breach of any of its obligations under this Agreement and the breach is not capable of remedy or where the breach is capable of remedy, it fails to remedy the breach within 30 days of being required in writing to do so; or
 - either party goes into liquidation, is declared bankrupt or has a bankruptcy order made against them, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over some or all of its assets, or any similar procedure in any jurisdiction provided it is admitted under the applicable laws.
- Oxfam shall be entitled to terminate this Agreement immediately if in its reasonable opinion you commit any fraud or malicious act or do anything which, in the opinion of Oxfam, is likely to bring Oxfam into disrepute.
- On termination of this Agreement, you undertake to immediately return any Oxfam

property in your possession or control. You also (unless otherwise specified by Oxfam) undertake to irretrievably delete any information relating to this Agreement stored on any magnetic or optical disk or memory which is in your possession or under your control outside the premises of Oxfam.

- **STATUS**

- You shall be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of Oxfam.
- This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly you are fully responsible for and shall indemnify Oxfam against any liability, assessment or claim for:
 - any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received in respect of the Services (where recovery is not prohibited by law); and
 - any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by your representatives or sub-contractors against Oxfam arising out of or in connection with the provision of the Services.

- **DISPUTE RESOLUTION**

- If any dispute arises in connection with this Agreement, the parties will arrange a meeting and seek to resolve that dispute. If after two (2) weeks the parties have not reached a solution or the dispute is otherwise ongoing, the parties shall attempt to settle the dispute by mediation before litigation is threatened or commenced. The mediator will be jointly agreed by the parties and the parties shall share the cost of the mediator.

- **ASSIGNMENT AND SUBCONTRACTING**

- You shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Agreement without the prior written consent of Oxfam.
- Oxfam may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract any or all of its obligations under the Agreement to a third party.

- **GENERAL PROVISIONS**

- No variation to this Agreement shall be valid unless it is in writing and signed by both parties.
- The Schedules form part of this Agreement.
- Prior to the entry into this Agreement, you have read and, where appropriate, complete and submit the following documents:
 - Description of Services (Schedule 1);
 - Ethical & Environmental Policy (Schedule 2);
 - Health and Safety policy statement; and

- Oxfam Code of Conduct (non-staff).
- These conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding in relation to its subject matter. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing by any means which leaves certifiable evidence of its reception date by the other party, and addressed to the other party at the address set out in this Agreement or such other address as may be notified by that party to the other in writing.
- No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach.
- If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- No third party shall have any rights under this Agreement, other than as expressly permitted under the applicable laws.
- This Agreement shall be governed by and in accordance with [the laws of ***[INSERT JURISDICTION]***, and shall be subject to the non-exclusive jurisdiction of the ***[INSERT COUNTRY]*** courts].

Please sign, date and return the enclosed copies of this Agreement.

Yours sincerely,

.....

Print name:

For and on behalf of OXFAM

The contents of this letter are agreed.

Signed

SERVICE PROVIDER AUTHORISED SIGNATORY

Print name.....

Company registered office address (if applicable):

.....
.....

Date