



TENDER DOSSIER

Menstrual Hygiene Management kit in North
Bekaa

Publication reference:
TDRO-MHM-Zahle-002

TD RO-LBQZQ-21-0020-LBQZQ-0018
TD RO-LBQZQ-21-0023-LBQZQ-0021

TABLE OF CONTENT

INSTRUCTIONS TO BIDDING PARTIES	3
1 PURPOSE OF THE TENDER DOSSIER	3
2 INVITATION TO TENDER TIMETABLE.....	3
3 INSTRUCTIONS TO BIDDING PARTIES.....	3
3.1 Supplier Application	4
3.2 Tender Proposal	5
3.2.1 Currency	5
3.2.2 Tender validity	5
3.2.3 Tender Presentation.....	5
3.2.4 Compliance.....	5
3.2.5 Technical Offer.....	5
3.2.6 Price proposal	5
4 CONDITIONS OF TENDERING	6
4.1 Questions / Request for clarification.....	6
4.2 Clarification meeting / site visit	6
4.3 Alteration or withdrawal of tenders	6
4.4 Costs of preparing tenders.....	6
4.5 Late Proposal	6
4.6 Eligibility	6
4.7 Compliance.....	6
4.8 Right to reject all tenders.....	6
4.9 Power to accept part of a tender	6
4.10 Specification	6
4.11 Confidentiality.....	6
4.12 Tender Process.....	6
4.13 Notification award and contract signature	7
4.14 Ownership of tenders.....	7
4.15 Type of contract	7
4.16 Cancellation of the tender procedure	8
APPENDIXES	9
APPENDIX A: TECHNICAL SPECIFICATIONS	10
APPENDIX B: BIDDING PARTIES'S DECLARATION	13
APPENDIX C: ETHICAL AND ENVIRONMENTAL POLICY	14
APPENDIX D: SUPPLIER QUESTIONNAIRE	15
APPENDIX E: PRICE PROPOSAL	18

INSTRUCTIONS TO BIDDING PARTIES

1 PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for Menstrual Hygiene Management kit in North Bekaa.

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	12 th May 2021	15:00 Beirut
Last date on which clarifications are issued by Oxfam	18 th May 2021	15:00 Beirut
Deadline for submission of tenders (receiving date, not sending date)	24 st May 2021	15:00 Beirut
Notification of award to the successful Bidding parties	10 th June 2021	15:00 Beirut

3 INSTRUCTIONS TO BIDDING PARTIES

In submitting a tender, the Bidding parties accept 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.

Bidding parties 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

Oxfam – TDRO-MHM-Zahle-002

Do not open before 24th of May 2021

Bidding parties 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 Arabic or English

The outer Main Envelope should only mark Oxfam GB/tender reference/Do not open before 24th of May 2021. Any Bidder's logo or relevant mark on the outer envelope that reflects the niche of the company will be considered as disqualified.

The supplier application and tender proposal shall be submitted together before the deadline for reception of applications on the 24th of May 2021 at 15:00 – Beirut to

Oxfam GB | 1st Floor, Block B , Sodeco Square | Beirut, Lebanon

It is the responsibility of the Bidding parties 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:

“Application response to Oxfam tender:

“Supplier Application “Supplier name” response to Oxfam tender: TDRO-MHM-Zahle-002

Which contains;

- APPENDIX B - Tenderer's Declaration (to be printed signed on each page)
- APPENDIX D- International Supplier Questionnaire (to be filled signed on each page)
- APPENDIX F – Contract Template (to be printed signed & signed on each page)

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 Bidding parties can also include any other document he wishes, to assist us in judging their suitability according to the below criteria:

1. Copy of ID.
2. Proof of Registration in Lebanon.
3. Company Profile.
4. An organisational (human resources) chart
5. Name(s) and CVs or brief summary of professional background of key personnel to be involved in implementation of the Contract.
6. If available, copy of the audited financial statements for last three years (balance sheet and income statement).
7. Ministry of finance registration certificate and VAT if applicable.
8. 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 (preferably INGO/NGO customers, if available).
9. List of previous works in the past years, including name of contracting party, contract value and date of completions.
10. Size of customer database - along with a list of your main customers including any Non-Governmental Organisations (NGOs) and U.N. agencies.
11. Sample for the item proposed during submission of tender is obligatory or else bidder will be considered as disqualified
12. Bill of Quantities priced & detailed timeline for proposed work.

3.2 Tender Proposal

Bidding parties are invited to submit their best technical and economic tender in Arabic or 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:

“Tender proposal “Supplier name” to Oxfam tender: TDRO-MHM-Zahle-002

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 **Fresh US Dollars** 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.

3.2.2 Tender validity

Tenders shall remain valid for a period of Three calendar months after the deadline for receipt of tenders.

3.2.3 Tender Presentation

Bidding parties may submit a tender for some or all of the Services demanded according to their capacity to supply.

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 Bidding parties intend 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:

- A technical bid consisting of a detailed description of the services offered.

3.2.6 Price proposal

- Clear breakdown of costs related to Services/Goods requested.
- A detailed **price list** for all the services linked to the technical requirement
This list forms an integral part of the contract resulting from this invitation to tender and will serve as a control instrument for our finance team during invoice verification. Any component not found in this list can be neither invoiced nor paid, therefore, it should be comprehensive. By providing this price list, Bidding parties agree to abide by it and its accompanying conditions in carrying out the contract.
- 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 SHeneskehan@oxfam.org.uk & akforuy@oxfam.org.uk until the 12th of May 2021.

4.2 Clarification meeting / site visit

No clarification meeting / site visit planned.

4.3 Alteration or withdrawal of tenders

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

4.5 Late Proposal

Tenders must be received before 24th of May 2021 at 15:00 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.

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 Power to accept part of a tender

Oxfam reserves the right, unless the Bidding parties expressly stipulates to the contrary in the tender, to award batches separately or in any combination.

4.10 Specification

If the Bidding parties 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 Bidding parties must make alternative offers in a separate letter to accompany the tender. OXFAM is under no obligation to accept alternative offers.

4.11 Confidentiality

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

4.12 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 criteria	Score up to	Max. Score	% of overall
Capability / competence of tenderer to perform the service required	Availability of commodity	5	70	70%
	Experience in working in Bekaa	7.5		
	Experience with Oxfam or other international NGOs of a similar Oxfam volume	10		
	Quality of the items based on sample valuation	40		
Quality / Understanding of requirements	Added value of service offered	5	30	30%
	Level of understanding the tender	2.5		
Prices for services	Financial price and feasibility of the proposed budget and alignment of the budget lines with the services required	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.

4.13 Notification award and contract signature

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

The unsuccessful Bidding parties will be informed by e-mail or letter within the 30 days following the award.

Within 7 working days following the reception, the successful Bidding parties will sign, date and send back the contract. The selected Bidding parties will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful Bidding parties fails to sign and send back the contract within 7 working days, Oxfam can consider (after notification) the award as null and void.

4.14 Ownership of tenders

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

Oxfam guarantees that tender offers shall remain confidential.

4.15 Type of contract

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

4.16 Cancellation of the tender procedure

In the event of a tender procedure's cancellation, Bidding parties 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.

Bidding parties 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 / to be printed filled signed & stamped

Appendix B: Tenderer's declaration / to be printed filled signed & stamped

Appendix C: Oxfam's Supplier Code of Conduct / to be printed filled signed & stamped

Appendix D: Supplier Questionnaire / to be printed filled signed & stamped

Appendix E: Price proposal/ to be printed filled signed & stamped

Appendix F: Oxfam Contract FA Template / to be printed signed & stamped

Appendix A: TECHNICAL SPECIFICATIONS

Terms of Reference for supplier to provide

Menstrual Hygiene Management Kit

Oxfam Lebanon Programme

Background:

Oxfam is an organisation that works to address the causes of poverty through campaigning and responding to the needs of the poor. In Lebanon, Oxfam works in both development and humanitarian contexts, focusing particularly on Water, Sanitation and Hygiene (WaSH), Protection and Emergency Food Security and Livelihoods. In responding to the Syrian Refugee Crisis, Oxfam addresses the emergency water needs through WaSH service provision to populations residing in informal settlements; and to those of the Lebanese host communities and local authorities through efforts to improve water infrastructure and management systems. Oxfam has been responding to the Syrian Crisis since 2013, operating via integrated projects in the informal tented settlement across 10 municipalities Saaide, Bouday, Deir Al Ahmar, Chlifa, Btedei, Hor Taala, Hosh Barada, Hosh Tal Safeyeh, Talia, Jabaa in the North Bekaa. Oxfam's response includes water trucking services, water tank distributions, and water quality monitoring; provision of family latrines with gender-sensitive considerations and for persons with special needs, construction of grey water system, and latrine desludging services; and provision of public health awareness activities and distribution of NFI.

Project Objective:

Oxfam is seeking a supplier to provide **23,400 MHM normal kits¹ and 30 disabled MHM kits²**. This will be covered under GAC and Danida projects. The distribution will be to the girls and women between the ages of 10 and 55 living in the informal tented settlement in 10 municipalities, each round of distribution will be conducted at **bi-monthly** basis.

Content of Works:

- Delivery of MHM kit boxes to the informal settlement in Saaide, Bouday, Deir Al Ahmar, Chlifa, Btedei, Hor Taala, Hosh Barada, Hosh Tal Safeyeh, Talia, Jabaa
- Quantity is:
 - **23,400 MHM normal kits.**
 - **30 disabled MHM kits.**
- Each disabled MHM kit should be kitted on one cartoon box.
- Each 10 MHM kits should be kitted on one cartoon box.

¹ Normal kit contains: Disposal sanitary pad (5) packs of 10-12 pcs/pack), Soap (2 pc - 250g bath soap), Powder Laundry detergent, good quality, (1 kg), Black garbage bags (Roll small size-20 per pack), Black garbage bags (Roll small size-20 per pack)

² Disabled kit contains: Disposal sanitary pad (large adult diapers) -10-12 pcs/pack, Disposable bed pads, 36 pieces in one pack, Soap (2 pc - 250g bath soap), Powder Laundry detergent, good quality(1kg), Black garbage bags (Roll small size-20 per pack)

- The distribution will be directly in the site. Each round needs 3 days of distribution for Saaide and Bouday and 6 days of distribution for Deir Al Ahmar, Chlifa, Btedeï, Hor Taala, Hosh Barada, Hosh Tal Safeyeh, Talia, Jabaa.
- Oxfam will check the expiry date and the condition of the kit items and has the right to request replacing the items with short expiry date (less than 6 months).
- The supplier is responsible on transportation for the kits to the field in addition to two workers with each truck for unloading the kits in the sites.
- Supplier should have the capacity to prepare the kits within a period of 10 days from the date signing the PO.
- The supplier's relationship will directly be with OXFAM staff and not with the refugees. OXFAM will inform the contractor on the date of starting each round of distribution before 5 days. OXFAM staff will be onsite during the distribution of kits.
- The supplier must take into consideration COVID-19 precaution measures during the distribution.
- The supplier must ensure safety and security/prevention to avoid any accident while distributing.
- The supplier will be responsible on the delivery process to Oxfam's area of intervention.
- The supplier will abide the provision based on the requested specification.
- Oxfam has the right to increase or decrease quantities at the same unit cost.
- Oxfam is looking to sign a Frame work Agreement, fix price for 1 year renewable based on performance and market assessment.

Sample: Oxfam will check a sample before each round (a day before)

Supplier should provide sample when submitting the offer.

Normal MHM kit components:

A. Mini-MHM kit				
#	Item	Quantity	Unit	Description
1	Disposal sanitary pad	5	Pack	packs of 10-12 pcs/pack), Non-scented cotton sanitary pad 3-day packs and 2-night packs. (Similar to Private)
2	Soap	2	Item	(2 pc - 250g bath soap) Non-scented soap (Olive oil soap, LifeBuoy or something similar)
3	Powder Laundry detergent	1	Bag	good quality, Powder 1kg, (Noura, Madar, Tidend, Persil, Ariel or other)
4	Black garbage bags	1	Pack	Roll small size-20 per pack, Black or another dark colour
5	Canvas bag for packaging	1	bag	Reusable bag with zipper or rope (black or other darker colour with good quality of medium sized to pack the MHM kit items)

A. Special MHM Kit (disabled)				
#	Item	Quantity	Unit	Description
1	large adult diapers, (Disposal sanitary pad)	2	Pack	10-12 pcs/pack Non-scented cotton diaper Good quality, Effective leakage prevention, have soft textile,

				Example: Tena, prevail, or any other equivalent.
3	Disposable bed pads	1	Pack	Quantity 36 pieces in one pack. Large disposable bed pads, (90cm × 60cm), quality for leakproof performance. Suitable for adults and children,
4	Soap	2	Item	(2 pc - 250g bath soap) Non-scented soap (LifeBuoy or something similar) or Olive oil soap.
5	Powder Laundry detergent	1	Bag	good quality, Powder 1 kg +/- (Noura, Madar, Tidend, Persil, Ariel or other)
6	Black garbage bags	1	Pack	Roll small size-20 per pack, Black or other dark color

Quantities and trips/trucks:

Type of kit	location	Number Of kits	Rounds	Number of trips/trucks
Disabled kit	Zahle Office	30	1	1
Normal kit under Danida Project	Deir Al Ahmar, Chlifa, Btedei, Hor Taala, Hosh Barada, Hosh Tal Safeyeh, Talia, Jabaa	13,500	5	40
Normal kit under GAC Project	Saaide and Bouday	9,900	6	30

Coordination and Supervision

The procurement will be supervised by Oxfam's log team. Note that the winner supplier s

Questions / Request for clarification

Any requests for clarification may be submitted by email to SHeneskehian@oxfam.org.uk & akfoury@oxfam.org.uk

Timeframe and Payment

100% payment after providing of the requested quantity and submitting the financial documents.

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 Bidding parties 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: SUPPLIER CODE OF CONDUCT

[see attached document]

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 ethical/environmental, legal and technical management standards (add more fields if necessary)	ISO9001 - Quality	
	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	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8) Worker Management Communications

How do you ensure employees are aware of their rights?	Written Contracts	<input type="checkbox"/>
	Staff notice boards	<input type="checkbox"/>
	Intranet	<input type="checkbox"/>
	Employee Handbook	<input type="checkbox"/>
	Other	<input type="checkbox"/>
What forms of representation are used?	Union	<input type="checkbox"/>
	Employees share ownership	<input type="checkbox"/>
	Elected Health & Safety Committee	<input type="checkbox"/>
	Workers co-operative	<input type="checkbox"/>
	Works Council	<input type="checkbox"/>
	Staff Association	<input type="checkbox"/>
	Other	<input type="checkbox"/>
Do any workers belong to a Trade Union	<input type="checkbox"/> Yes <input type="checkbox"/> 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

Please provide the cost of providing menstrual management kit in the below table, Total number of normal kits 23,400 and 30 disabled kits with validity of price 12 months renewable based on contract terms.

#	Item	Description	Unit	Quantity	Unit Cost price	Total Unit Cost
1.	Disposal sanitary pad	packs of 10-12 pcs/pack), Non-scented cotton sanitary pad 3-day packs and 2-night packs. (Similar to Private)	Pack	5		
2.	Soap (2 pc - 250g bath soap)	Non-scented soap (LifeBuoy or something similar) or Olive oil soap	Item	2		
3.	Powder Laundry detergent, good quality,	Powder 1kg, (Noura, Madar, Tidend, Persil, Ariel or other)	bag	1		
4.	Black garbage bags	(Roll small size-20 per pack Black or another dark colour	pack	1		
5.	Reusable/Canvas bag for packaging	Reusable bag with zipper or rope (black or other darker colour with good quality of medium sized to pack the MHM kit items)	bag	1		
6.	Transportation to field locations	Trip (delivery of kits to the field	Trip	1		
7.	Kitting of MHM kit	Box the holds 10 bag of MHM kit	Box	1		
8.	Disposal sanitary pad	(large adult diapers) -10-12 pcs/pack Non-scented cotton diaper Good quality, Effective leakage prevention, have soft textile, Example: Tena, prevail, or any other equivalent	pack	2		
9.	Disposable bed pads	, 36 pieces in one pack Large disposable bed pads, (90cm x 60cm), quality for leakproof performance. Suitable for adults and children,	pack	1		
13.	Packaging	Cartoon box to pack disable MHM kits	Box	1		
Total cost without VAT						

Appendix F: CONTRACT FA TEMPLATE

PRIVATE & CONFIDENTIAL

FRAMEWORK AGREEMENT FOR GOODS AND/OR SERVICES

Title: *[insert type of goods or services]*

Ref: FA 19 / 000 / XXX / YY (Year / Seq N° / Base / Country)

THIS FRAMEWORK AGREEMENT is made on the [•] day of [month] [year].

Oxfam wishes to appoint the Seller as its supplier of the goods and/or services set out in the purchase order on the terms of this Agreement. This Agreement is not an exclusive agreement and there is no obligation on Oxfam to place Orders with the Seller.

The purpose of this Agreement is to outline contact details and service expectations and agree roles and responsibilities for the supply of goods and the service/s.

BETWEEN:

Oxfam Contract Manager

Name:
Address:
Email address:
Telephone number:

The Supplier

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"/>

DEFINITIONS:

In this Agreement:

“**Agreement**” means this framework agreement for the supply of goods and/or services, any Orders and the Conditions to which they are subject;

“**Conditions**” means Oxfam’s General Terms and Conditions of Purchase;

“**Goods**” means the goods (including any instalment of the goods or any part of them) described in the Order; and

“**Order**” means Oxfam’s purchase order to which the Conditions are set out below in Schedule 2, whether this order is in the form of a letter, email or other document;

“**Services**” means the services (if any) described in the Order;

“Supplier Code of Conduct” means Oxfam’s supplier code of conduct relating to the labour and environmental conditions and other ethical standards expected of suppliers in a trading relationship with us, as set out in Schedule 3;

“Specification” means the description of Goods and/or Services attached to this Agreement.

1 SUPPLY OF GOODS AND/OR SERVICES

- 1.1 The Seller shall accept Orders from Oxfam to buy the Goods and/or Services for the period of this Agreement.
- 1.2 The Conditions shall apply to all of Oxfam’s purchases under this Agreement and no variation (except where updated by Oxfam) shall be binding unless agreed in writing between the Oxfam and the Seller.
- 1.3 Every Order shall specify the Goods and/or Services which are to be supplied by reference to the product number[s] (if any) stipulated in the Specification.
- 1.4 All of the Goods and/or Services sold by the Seller to Oxfam must conform with the relevant Specification and Conditions. The Specifications may be varied in writing as agreed between Oxfam and the Seller.

2 DURATION AND TERMINATION

- 2.1 This Agreement shall come into force on the [date] and, subject to early termination in accordance with clause 2.2, shall continue in force for a maximum period of 3 years
- 2.2 Oxfam shall have the right to terminate this Agreement (including for the avoidance of doubt any Orders placed pursuant to it) with immediate effect if: (i) there is a breach of this Agreement; (ii) Oxfam reasonably believes that the Seller has in any way brought Oxfam’s name or reputation into disrepute; or (iii) if any of the other termination rights set out more fully in the Conditions.

3 VALIDITY OF PRICES

- 3.1 Subject to clause 3.3, prices for the Goods and/or Services (the “Prices”) will remain fixed for 12 months renewable based on market assessment & supplier performance
- 3.2 Subject to clause 3.1, no increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Oxfam.
- 3.3 Oxfam shall immediately be entitled to any decrease in price, discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.
- 3.4 After the fixed period referred to in clause 3.1, the Seller shall advise Oxfam of any changes in the market that will affect Price a month in advance.

4 SUPPLIER CODE OF CONDUCT

- 4.1 You have received a copy of Oxfam’s Supplier Code of Conduct (in Schedule 3) you understand its contents, you have read, agree and acknowledge that this Supplier Code of Conduct provides the minimum standards expected of Oxfam suppliers, and that the Standards apply to suppliers and their employees, subsidiary entities, and subcontractors.

5 AUDIT AND COMPLIANCE

- 5.1 The Seller will comply with the terms of audit and compliance set out in the Conditions.

6 ASSIGNMENT, SUB-CONTRACTING AND PARTNERSHIP

- 6.1 Oxfam may assign, transfer or sub-contract its rights and/or obligations under this agreement. This Agreement is personal to the Seller and the Seller shall not assign, or transfer, or sub-contract any of its rights and/or obligations under this Agreement without the prior written consent of Oxfam.
- 6.2 Nothing in this Agreement shall create any partnership, joint venture, or similar relationship between the parties.

7 CONTACT DETAILS

- 7.1 This Agreement will be managed by the following lead contacts:

7.1.1 Oxfam Contract Manager: [enter name]

7.1.2 Seller Contract Manager:
Name: [enter name]
Telephone: [enter number]
Email Address: [enter e-mail]

- 7.2 Should the Seller have any problems, queries, or issues that it wishes to raise in relation to this Agreement, its first point of contact will be the Oxfam Contract Manager.
- 7.3 Should the Seller have any problems, queries, or issues that it wishes to raise in relation to a specific Order, its first point of contact will be the relevant Oxfam member of staff who placed the Order.

8 WARRANTIES, INDEMNITIES AND AFTER SALES SERVICES

- 8.1 The Seller will provide the Goods and/or Services with the warranties and indemnities set out in the Conditions.
- 8.2 The Seller shall acknowledge receipt of complaints from Oxfam within 48hours and then send a report to Oxfam's Contract Manager within 5 working days. If the complaint cannot be solved within that timeframe, the Seller shall take action which is reasonably necessary to resolve the situation in a way which is satisfactory to both parties and will submit weekly updates to Oxfam.

9 SERVICE LEVELS AND MANAGEMENT REVIEW MEETINGS

The Seller will comply with any service levels agreed with Oxfam, including any lead times set out in the quotation and/or Order.

- 9.1 The Seller shall attend Management Review Meetings called by Oxfam. The meetings will review both parties' performance against the Agreement and the service to be provided. The meetings will normally take place on Oxfam's site and will consider ways in which service levels can be improved beyond the levels set out in this agreement.
- 9.2 The Seller shall provide feedback and produce statistics on product usage, delivery times and quality control processes for the meeting as required by Oxfam.

For and on behalf of **OXFAM**

For and on behalf of **[NAME OF SUPPLIER]**

SIGN NAME :

SIGN NAME :

PRINT NAME :

PRINT NAME :

DATE :

DATE :

SCHEDULE 2 – Oxfam’s General Terms and Conditions of Purchase

B INTERPRETATION

In these conditions:

- 1 'CONDITIONS' means the terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Oxfam and the Seller
- 2 'DELIVERY ADDRESS' means the address stated on the Order.
- 3 'ETHICAL AND ENVIRONMENTAL POLICY' means Oxfam's Ethical and Environmental Policy available at [WEB ADDRESS].
- 4 'GOODS' means tangible products or materials (including any instalment of the goods or any part of them) described in the Order.
- 5 'INCOTERM' means International Commercial Terms, the trade terms published by the International Chamber of Commerce (ICC).
- 6 'ORDER' means the purchase order issued by Oxfam to the Supplier.
- 7 'PRICE' means the price of the Goods and/or the fee for the Services.
- 8 'SUPPLIER' or 'YOU' means the supplier of the Goods and/ or Services as set out in the Order.
- 9 'SERVICES' means purchases described in the Order that are not Goods.
- 10 'SPECIFICATION' means any plans, designs, patterns, drawings, data, technical requirements or any other information relating to the Goods and/ or services that is agreed between Oxfam and the Supplier.

C BASIS OF PURCHASE

- 1 The Order constitutes an offer by Oxfam to purchase the Goods and/or acquire the Services on these Conditions. No Order shall be deemed accepted until the Supplier accepts it, either expressly by giving notice of acceptance, or impliedly by fulfilling the Order in whole or in part.
- 2 These Conditions shall apply to the exclusion of any other terms and conditions proffered at any time by the Supplier including (without limitation) any terms attached to any quotation, acknowledgement or acceptance of Order.
- 3 If there is an inconsistency between any of the provisions of these Conditions and the Incoterm specified in the Order, the Incoterm will prevail, unless expressly stated in these provisions.
- 4 The Order and these Conditions (and any framework agreement) constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and representations provided that nothing in this clause shall limit a party's liability for fraudulent misrepresentation.
- 5 These Conditions apply to all Oxfam's purchases. No variation of the Order, Specification or these Conditions shall be binding unless agreed in writing between the authorised representatives of Oxfam and the Seller.

D TERMS OF PAYMENT

- 1 The Price shall be as stated in the Order and, unless expressed otherwise, shall be:
 - 1.1 exclusive of any applicable value added tax (which shall if applicable be payable by Oxfam subject to receipt of a VAT invoice);
 - 1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or other levies; and
 - 1.3 paid in [insert appropriate currency].
- 2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Oxfam in writing.
- 3 Unless otherwise stated in the Order Oxfam shall pay the Price within 3 days of receipt by Oxfam of a proper invoice or if later, after acceptance of the Goods, Services.
- 4 Oxfam is entitled to defer payment if it discovers a defect in the Goods and, where appropriate, the installation/assembly thereof.
- 5 Oxfam shall be entitled to set off against the Price any sums owed to Oxfam by you.
- 6 [If Oxfam makes a payment for Goods not yet delivered, Oxfam may require you to arrange for an unconditional and irrevocable bank guarantee to be provided, at your expense, by a bank that is acceptable to Oxfam.]
- 7 Payment by Oxfam shall not constitute a waiver of any right.

E SPECIFICATIONS

- 1 The quantity, quality and description of the Goods and/or Services shall, subject to these Conditions, be as specified in the Order and/or in any applicable Specification supplied by Oxfam to the Seller (or otherwise agreed in writing by Oxfam).
- 2 Any Specification supplied by Oxfam to you, or specifically produced by you for Oxfam together with the copyright, design rights and all other intellectual property rights in the Specification, shall be the exclusive property of Oxfam. You shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of your own, or as required for the purpose of the Order.
- 3 Any changes to the Specification shall be agreed in writing by the parties.
- 4 You shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing, transport and delivery of the Goods and the performance of the Services.
- 5 The Goods shall be marked in accordance with Oxfam's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

F PROVISION OF GOODS AND/ OR SERVICES

- 1 You shall be entitled to invoice Oxfam on or at any time after delivery of the Goods and/ or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

- 2 In providing the Services, you, and, if applicable, any individuals providing the Services for you, will:
 - 2.1 co-operate with us in all matters relating to the Services and comply with our reasonable instructions;
 - 2.2 be appropriately qualified to provide the Services;
 - 2.3 provide the Services and use any materials with due care, skill and in accordance with Oxfam's written requirements, if any;
 - 2.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 2.5 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;
 - 2.6 You are responsible for ensuring that you have the necessary work permits and visas to undertake the Services; and
 - 2.7 You are responsible for making all travel arrangements, including securing accommodation, necessary to carry out the Services.

G DELIVERY

- 1 The Goods shall be delivered to the Delivery Address on the date stated in the order.
- 2 The Services shall be performed on the date or within the period stated in the Order.
- 3 You shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery (if specified in the Order), the outstanding balance remaining to be delivered.
- 4 The time of delivery of the Goods and of performance of the Services is of the essence of the Order.
- 5 If the Goods and/or Services are not delivered on the due date then without prejudice to any other rights which it may have, Oxfam reserves the right to:
 - 5.1 cancel the Order in whole or in part;
 - 5.2 refuse to accept any subsequent delivery of the Goods and/or Services which you attempt to make;
 - 5.3 recover from you any expenditure reasonably incurred by Oxfam in obtaining goods or services in substitution from any other seller; and
 - 5.4 claim damages as a result of the your failure to deliver the Goods or perform the Services on the due date.
- 6 Where Oxfam agrees in writing to accept delivery of the Goods or performance of the Services by instalments, the Order will be construed as a single agreement and not several and failure by you to deliver any one instalment shall entitle Oxfam at its option to treat the entire Order as cancelled.
- 7 You must provide at your own expense packaging which is required for the delivery of the Goods. Oxfam shall not be obliged to return to you any packaging or packing materials for the Goods, whether or not any Goods are accepted by Oxfam.
- 8 Oxfam may require you to take back packaging materials delivered.
- 9 You must render Oxfam, at the latter's request, every assistance in obtaining any permits, licenses, approvals which Oxfam may require for the export and/or import of the Goods and, where necessary, for their transit through any country.
- 10 If the Goods are delivered to Oxfam in excess of the quantities ordered Oxfam shall not be bound to pay for the excess and any excess shall be and shall remain at your risk and shall be returnable at your expense.
- 11 Oxfam shall be entitled to reject any Goods delivered which are not in accordance with the Order, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

H INSPECTION

- 1 Oxfam shall be entitled to inspect or arrange for the inspection of the Goods at any time during their production, processing and storage and after their delivery. You may be present during the inspection.

I ETHICAL AND ENVIRONMENTAL POLICY

- 1 You agree to comply with Oxfam's Ethical and Environmental Policy available at <https://oxfam.box.com/s/65o36tugqz8jmsto17fx00x5gw4qysj>. Willingness to pursue compliance with Oxfam's Ethical and Environmental Policy does not imply Oxfam's endorsement of the ethical nature of your business and no such claims should be made.

J RISK AND PROPERTY

- 1 Risk of damage to or loss of the Goods shall remain with you and pass to Oxfam only upon full and proper delivery to Oxfam in accordance with Clause 5.
- 2 Unless any Incoterm specified in the Order states otherwise, the ownership of the Goods shall pass to Oxfam upon full and proper delivery in accordance with Clause 5.
- 3 Any materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software made available by Oxfam to you for the performance of his obligations shall remain the property of Oxfam. You shall keep such materials separate from your own property and the property of third parties. You shall mark such materials as the property of Oxfam.
- 4 You are obliged to return the materials referred to in paragraph (8.3) of this article to Oxfam before or at the time of the last delivery (or part delivery) of the Goods
- 5 You may not use Oxfam's name for any purpose beyond the performance of your obligations to Oxfam, unless you have first obtained Oxfam's consent in writing for such use.

K CONFIDENTIALITY

- 1 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 in relation to the Order exclusively for the purposes of providing the Services.
- 2 The restriction in clause **K1** does not apply to
 - 2.1 any information which was already in your possession before it was disclosed to you under the Order or was already in the public domain; or
 - 2.2 any disclosure required by law.

L INTELLECTUAL PROPERTY

- 1 In relation to the Services, you warrant that you own or will own all materials produced under the Order, 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.
- 2 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 the Order at no cost to Oxfam, unless you agree otherwise with Oxfam.
- 3 You hereby assign to Oxfam all existing and future intellectual property rights in materials produced under the Order. You will do, at Oxfam's reasonable cost, all acts that may be necessary to give effect to this assignment.
- 4 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 the Order.
- 5 Neither you nor Oxfam shall acquire any right, title or interest in the other's pre-existing intellectual property rights.

M AUDIT AND COMPLIANCE

- 1 You will comply with such additional terms of which it may be notified by Oxfam, to enable Oxfam to fulfill its obligations to any institutional donor. In particular, you will grant such donors and/or auditors access to its financial and accounting documents on Oxfam's written request for audit purposes.

- 2 Where required by donors for audit purposes, Oxfam and its customers (including other Oxfam affiliates) may allow the donor or its agents to access information provided by you, including quotation and/or tender information.
- 3 You shall grant Oxfam reasonable access to your records and premises in order to monitor your compliance with the terms of these Conditions.

N INSURANCE AND LIABILITY

- 1 You shall have in force and maintain in force public liability, product liability, and employer's liability insurances which insurances shall indemnify Oxfam in the event of any claim or proceedings. Such insurance cover shall be for liability or loss under the Order or the minimum cover (if any) mentioned in the Order whichever is the greater.
- 2 You shall provide a copy of this policy on request from Oxfam.
- 3 Nothing in these Conditions shall operate to exclude or limit either party's liability:
- 3.1 for death or personal injury caused by negligence; or
- 3.2 for fraud.
- 4 Oxfam's total liability in contract, tort (including without limitation negligence) or otherwise in connection with or arising out of the Order shall be limited to the Price.

O WARRANTIES AND INDEMNITIES

- 1 You warrant to Oxfam that:
- 1.1 the Goods will be of satisfactory quality and fit for any purpose held out by you or made known to you at the time the Order is placed;
- 1.2 the Goods will be free from defects in design, materials and workmanship;
- 1.3 the Goods will correspond with any relevant Specification or sample;
- 1.4 the Goods will comply with all statutory requirements and regulations relating to the sale of Goods; and
- 1.5 the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Oxfam to expect in all the circumstances.
- 2 Oxfam's approval of designs furnished by you shall not relieve you of your obligations and liabilities under these Conditions.
- 3 Without prejudice to any other remedy, if any Goods and/ or Services are not supplied or performed in accordance with the Order, then Oxfam shall be entitled:
- 3.1 reject the Goods;
- 3.2 to require you to repair the Goods or to supply replacement Goods and/ or Services at your risk and expense in accordance with the Order as soon as possible, within mutually agreed period; or
- 3.3 At Oxfam's sole option and whether or not Oxfam has previously required you to repair the Goods or to supply any replacement Goods or Services, to treat the Order as discharged by your breach and require the repayment of any part of the Price which has been paid.
- 4 If you refuse or fail promptly to correct or replace such Goods when requested by Oxfam, Oxfam may itself, or through any agent or subcontractor, or otherwise, correct or replace such Goods and you agree to reimburse Oxfam for the costs incurred thereby. Goods corrected or replaced shall be subject to the terms of these Conditions in the same manner as those originally delivered hereunder.
- 5 In the case of breach or non-performance by you, you shall be in default without any notice of default being required.
- 6 You shall indemnify Oxfam in full against all liability, loss, damages, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Oxfam as a result of or in connection with:
- 6.1 your breach or negligent performance or failure in performance of the Order;
- 6.2 your breach of any warranty given by yourself in relation to the Goods or the Services;
- 6.3 defective workmanship, quality or materials;
- 6.4 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises directly from compliance with any Specification supplied by Oxfam;
- 6.5 any act or omission of you or your employees, agents or sub-sellers in supplying, delivery and installing the Goods;
- 6.6 any act or omission of any of your personnel in connection with the performance of the Services;
- 6.7 any claim made against Oxfam by a third party arising out of or in connection with the supply of the Goods, for losses or damage arising out of a direct or indirect breach, negligent performance or failure or delay in performance of the Order by you, your employees, agents or sub-sellers; and
- 6.8 any claim made against Oxfam by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods (including, without limitation, manufacturing defects, design defects, and instruction and warning defects).

P TERMINATION

- 1 Oxfam shall be entitled to terminate the Order at any time by giving you not less than one (1) month's written notice.
- 2 Either party may terminate the Order with immediate effect where:
- 2.1 the other is in material breach of any of its obligations under the Order 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
- 2.2 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.
- 3 Oxfam shall be entitled to terminate the Order 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.
- 4 On termination of the Order, 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 the Order stored on any magnetic or optical disk or memory which is in your possession or under your control outside the premises of Oxfam.

Q FORCE MAJEURE

- 1 If either party is prevented or delayed in the performance of any of its obligations under the Order by any circumstance not reasonably foreseeable at the date of the Order and beyond the reasonable control of the party affected (a "Force Majeure"), then such affected party shall give prompt written notice to the other party specifying the nature, extent, effect and likely duration of the force majeure and provide such evidence as may be available. In these circumstances the party shall not be liable for the performance by the stipulated date from the date of such notice for such period as the delay shall continue or the Order is terminated by either party in accordance with clause 15.4, whichever is shorter.
- 2 Notwithstanding the relief granted by this clause the party seeking to rely on it shall nevertheless use its best endeavours in any situation where it has invoked this clause to perform its relevant obligations.
- 3 Neither party shall be entitled to relief under this clause in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations.
- 4 Subject to clause 15.1, if the force majeure event prevails for a continuous period of more than 10 days, either party may terminate the Order by giving 5 days' written notice to the other party. On the expiry of this notice period the Order will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of these Conditions occurring prior to such termination.

R DISPUTE RESOLUTION

- 1 If any dispute arises in connection with the Order, the parties will arrange a meeting to 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 shall be jointly agreed by the parties and the parties shall share the cost of the mediator.

S ASSIGNMENT AND SUB-CONTRACTING

- 1 Oxfam may assign, transfer or sub-contract their rights and/or obligations under the Order. The Order is personal to you and you shall not assign or transfer or sub-contract any of your rights and/or obligations under the Order without the prior written consent of Oxfam.
- 2 If all or any of your obligations under the Order are transferred to a third party, you shall ensure that the subcontractor complies by all statutory and legal requirements.

T GENERAL PROVISIONS

- 1 No variation to the Order or these Conditions shall be valid unless it is in writing and signed by both parties.
- 2 You shall be an independent contractor and nothing in the Order shall render you an employee, worker, agent or partner of Oxfam.
- 3 Nothing in the Order or these Conditions shall create any partnership, joint venture, or similar relationship between the parties.
- 4 The Order and 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.
- 5 Any notice required or permitted to be given by either party to the other under these Conditions 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 these Conditions or such other address as may be notified by that party to the other in writing.
- 6 No failure or delay by either party in exercising any of its rights under the Order shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Order by the other shall be considered as a waiver of any subsequent breach.
- 7 If any provision of the Order or these Conditions 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.
- 8 No third party shall have any rights under this Agreement, other than as expressly permitted under the applicable laws.
- 9 These Conditions shall be governed by and in accordance with [the laws of **England**, and shall be subject to the non-exclusive jurisdiction of the **English** courts.