

# TENDER DOSSIER

# **Taxi Services**

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TDRO/00012-019/BEY/LB

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# INSTRUCTIONS TO TENDERERS

# PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for Taxi Services.

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	13 November 2019	13.00 Beirut
Last date on which clarifications are issued by Oxfam	18 November 2019	13.00 Beirut
Deadline for submission of tenders (receiving date, not sending date)	22 November 2019	13.00 Beirut
Notification of award to the successful tenderer	6th December 2019	13.00 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 - TDRO/00012-019/BEY/LB

Do not open before 22 November 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.

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The outer Main Envelope should only marked Oxfam GB/tender reference/Do not open before 17 October 2019.

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 22 November 2019 at 13.00 – Beirut to:

Sarkis Heneskehian

Logistics Manager

Sodeco Square, Block B, 1st Floor, Ashrafieh 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:

"Supplier Application "Supplier name" response to Oxfam tender: TDRO/00012-019/BEY/LB

### Which contains:

- APPENDIX B Tenderer's Declaration
- APPENDIX C- Oxfam Ethical and Environmental Policy (to be printed signed & signed on each page)
- APPENDIX D- International Supplier Questionnaire
- 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 tenderer can also include any other document he wishes, to assist us in judging their suitability according to the below criteria:

# 1. Company profile:

Short description of bidder's experience in supply of similar services, longevity in the market, number of staff, number and area of shop(s) and parking facility(ies), photos, Description of the offered services, availability of customer service centre, availability of tracking and monitoring system, availability of hotline number, areas covered, parking lots locations, availability of goods/materials transport etc.. It is preferable to submit brochure about the company as an additional clarification.

- 2. <u>Capacity of the company</u>: List of red plate vehicles registered must not be more than four years old from the manufacturer date, Total no. of vehicle owned by the firm, Number of drivers available in the company and availability of 24 hours services).
- 3. Proof of Company Registration.
- **4.** A copy of the financial statements for last two years (balance sheet and income statement).
- 5. Audit Report in last two years
- 6. An organisational (human resources) chart
- 7. Name(s) and CVs or brief summary of professional background of key personnel to be involved in implementation of the Contract
- **8.** 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
- 9. Company Profile

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- 10. I.D. card for the person signing the bid empowered by the power of attorney
- 11. Ministry of Finance registration certificate and VAT if applicable
- **12.** Copy of the NSSF Clearance for the year 2015
- **13.** Copy of tax registration certificate.
- Bank account details.
- **15.** Copy of Civil responsibility insurance, Work accidents insurance; Any exclusions/exceptions for the above;
- **16.** List of customers ideally NGOs and of a similar size to Oxfam. Oxfam reserves the right to contact these references, without notifying the Tenderer.
- 17. Heath & Safety Policy Signed and stamped

# 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:

"Tender proposal "Supplier name" to Oxfam tender: TDRO/00012-019/BEY/LB

Which contains:

- Tender Technical offer
- Price proposal

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

# 3.2.1 <u>Currency</u>

All prices shall be expressed in USD 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.

### 3.2.2 Tender validity

Tenders shall remain valid for a period of 12 calendar months after the deadline for receipt of tenders.

### 3.2.3 Tender Presentation

Tenderers 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

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The service provider is expected to provide taxi services through all Lebanon territories where governorates, districts, sub-districts and locations targeted will be planned based on needs. 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 agreement will take the following form:

# All the vehicles must conform to the following standards:

- a) Registered for operation during the period of this Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.
- b) Provided vehicles must at all-time be in a 100% roadworthy condition and be clean and tidy inside.
- c) The vehicles shall be equipped with heating and cooling system, well-maintained and in excellent functional conditions and the preferred vehicles required for renting are mentioned below.
- d) Equipped with necessary safety items, including Seat belt, spare tire, mechanical jack, basic hand tools, fire extinguisher and preferable first aid kit.
- e) The vehicle carries markings/stickers that identify the company name.

### 4.1 Insurance:

For the duration of the contract, the vehicles are covered at the Service Provider's expense by a fully comprehensive insurance policy covering all risks, including personal accident insurance for the drivers and passengers.

# 4.2 Accident procedure:

In the event of an accident to the vehicle, the IRC agrees to have, if possible, the case investigated on the spot by the local insurance expert. In some cases, the Service Provider shall immediately provide to IRC an equivalent replacement vehicle to reach the requested destination. The IRC shall held no responsible for any damages nor expenses whatsoever was the case.

# 4.3 Inspection

IRC will perform inspection of all vehicles quoted or one throughout the procurement process as part of the evaluation process.

# 3.2.6 Price proposal

- Clear breakdown of costs related to services requested, and 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, tenderers 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 <a href="mailto:sheneskehian@oxfam.org.uk">sheneskehian@oxfam.org.uk</a> until the 13<sup>th</sup> of November 2019

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# 4.2 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.

# 4.3 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.

### 4.4 <u>Late Proposal</u>

Tenders must be received before 22<sup>nd</sup> of November at 13.00 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.

# 4.5 Eligibility

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

### 4.6 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.

### 4.7 Right to reject all tenders

Oxfam is under no obligation to accept any tender.

# 4.8 Power to accept part of a tender

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

# 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.

Tenders will be evaluated on the criteria listed below:

CRITERIAS	Award criteria's	Score up to	Max. Score	% of overall
Capability / competence of	Completeness of the proposal file – all requested documents are present and properly filled (Qualification criteria)	30		
tenderer to perform the work/service	Due diligence and reference check results – positive references provided by past clients, INGOs or UN organizations in similar field is an advantage	10	65	65%
required Quality / Understanding	Fleet size	5	03	03 /8
of requirements	Site Visit Result	20		
Prices for goods/work/ser	Price and validity	30	35	35%
vices	Invoicing System and procedures	5	35	33%
	TOTAL MAXIMUM GENERAL SCORING		100	100%

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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/letter within the 20 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.

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# **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

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# **Appendix A: TECHNICAL SPECIFICATIONS**

This invitation to tender has been issued for the sole purpose of obtaining offers for the supply of taxi's against the specification specified in the price proposal.

How large is your company?	
How many vehicles and drivers? Specify the vehicles Types and passengers (Sedan, 4x4, Mini bus, large size bus, luxury,)	
Do you have minibuses available and how many? (yes/no)	
Are the vehicles equipped with emergency kits (Yes/No), if yes please specify. (eg. First Aid Kit, wheel chains, fire extinguishers, etc)	
Are the vehicles equipped with communication and security equipment's as radio, GPS, tracking systems, etc	
What is the process followed to do maintenance for the vehicles?	
Do you have an office at Rafiq Harirri airport? If yes, What kind of services do you offer in the airport?	
Do you have other offices / if so, where?	
Where are your vehicles based during duty and off duty?	
Specify the reservations methods available.	
What is the free waiting period? (15 minutes, 30 minutes, 60 minutes?)	
What is your average response time during business hours / weekdays / holidays?	
What is your average response time on weekends/nights?	
Available 24 hours a day / 7 days a week? (yes/no)	
Do you have an emergency contact number?	

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Does your fleet has wifi inside the car?	
Do you have a Hotline number?	
Are your offices well-equipped with internet and radio call system?	
Does your company have the ability to provide a customized voucher (using Oxfam-provided format) to be signed by passenger?	
Explain your selection, recruitment, and training process for drivers.	
Do the drivers know other languages (English, French, etc)	

N.B.: Please attach a clarification response, if the above spaces are not enough

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# 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.

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

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# 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

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, subcontracting 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/scarce 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:

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 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.

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# 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					
Name of Company					only
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)					<u> </u>
Year established  Please state your position in the supply chain					
e.g. Agent, Manufacturer, Service Provider,					
Importer, Trader					
Please specify the product/service being					Ì
supplied to Oxfam					
Do your goods or services carry the Oxfam brand?					
Company turnover in trading currency					
(please attach recent financial statement)					ļ
Turnover of the part of the business that					
would serve Oxfam					 
Location of other operational sites (national					<u> </u>
and international), their functions and					 
approximate numbers of employees where Oxfam goods or services could be positioned					
-					] ]
1 B) Total Number of Workers			I ()		
2		Men (%)	Women (%)	Total	<u> </u>
Permanent Workers					
Temporary directly employed workers					
Agency indirectly employed workers  Homeworkers/outworkers					<u> </u> 
Management					
-	ur onvironne	atal and business	es integrity	Voc	]
Is your company committed to achieving the labour, environmental and business integrity Standards in Oxfam's Ethical and Environmental Policy No					
2) Health & Safety					
Is there anyone designated as being  Yes/ No. Give details					
responsible for Health and Safety issues in					
your company?					

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3) Management Systems and Policies				
Do you have or are you working towards any of	the following	ISO9	001 - Quality	
ethical/environmental, legal and technical man	ISO14001 - Environment			
standards (add more fields if necessary)	ISO26000 - Social Responsibility			
		SA8000 - Labour standards		
			Other	
Confirm which policies your company has in pla	ce. Please attach		Quality	
these:		He	alth & Safety	
		Environmental I		
			ur Standards	
			Opportunities	
		•	Development	
			Other	
a) =:			Other	
4) Ethical (Labour) Standards				
Do you ensure your company meets worker		Yes/No. Give detai	ls.	
related legislation? (e.g wages, hours, health				
& safety) Please share what you have in place				
to support this.				
5) Environmental Standards				
Do you ensure that your company meets all		Yes/No. Give detai	ls.	
required local laws/regulations covering the		respired Give detail		
environment? Please share what you have in				
place to support this.				
Do you have an environmental policy in place?	Please attach			Yes
bo you have an environmental policy in place:	i icase attacii			No
				INU
6) Experience & Subcontracting				
Please provide details of 3 customers/clients fo			or in the last 3	years,
willing to provide a reference. If available, attac				
	Reference 1	Reference 2	Referenc	e 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/outsource services?				
If yes, please share name and contact details				
of the sub-contracters and the type of service				
provided.	1			

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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 Written Contracts rights? 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: Signature: Date: 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. Position: Name: Date: Risks:

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# Appendix E: PRICE PROPOSAL

What is your rate (in LBP/USD) per kilometre?	
What is your rate per full day (8hours)?	
What is your rate inside Beirut Region?	
Please attach pricing table regarding waiting staff after booking confirmation	
Please attach pricing table regarding cancelation policy	
What is your rate per driver and vehicle without fuel per day?	
What is the additional rate for waiting, after the free period?	
Are there any additional fees of any sort?	
What is your rate for trips outside of Beirut (eg Saida, Tyre, Tripoli, Zahle?)	
What is the mileage limit and is there any extra cost?	
Invoicing System, please explain the preferred procedure. Please attach a sample invoice.	
Does your company agree to invoice Oxfam for all services at the end of each month? (Post-paid service)	
Please specify the availability of cash payment at the transfer.	
Please specify the rate for products/money pick up and drop.	
Please rate the services offered between airport meet & assist and airport pick up.	

N.B.: please attach any unmentioned costs that are uncovered in the above

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Area Location	Km	From/ To Oxfam Office/Sodeco	Airport drop off	Airport pick up	Comments
Abra	47.3				
Achkout	31				
Adloun	68.2				
Aanaya	54.1				
Aaraya	16.7				
Adma	25.66				
Adonis - Kesrwan	16.3				
Ain Alak	21.5				
Ain Aar	18.9				
Ain El Rihane	25.8				
Ain Saade	14.7				
Aintoura El Maten	62.2				
Aintoura Keserwan	21.8				
Ajltoun	27.6				
Al-Assi	133				
Aley	19.05				
Amchit	42.2				
Amioun	73				
Anfeh	68.12				
Anjar	59.9				
Antlies	10.9				
Aoukar	13.1				
Aramoun	24.5				
Baabda	11.3				
Baabdat	21.7				
Baaklin	45.8				
Baalback	88.2				
Baalchmay	23.4				
Balouneh	25.3				
Baskinta	45.1				
Batroun	55.1				
Bayada	23				
Baysour	25				
Bchamoun	22.3				
Bcharreh	112				
Bdadoun	15.4				
Beit Chabeb	23.4				
Beit El Din	43.9				
Beit El Kiko	18				
Beit Meri	17.7				
Bekaa Kafraa	116				
Bikfaya	18.8				
Bahmdoun	24.3				
Bhannis	25.4				
Bhersaf	23.4				
Biakout	10.2				
Bkennaya	11.2				
Bkerki	23.6				
	35				
Bologna	งง				

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Bouar	29		
Boutchay	12.4		
Broumana	14.9		
Bsalim	12.3		
Bsous	17.3		
Btegrin	33		
Byblos	38		
Bzebdin	36.5		
Bzoumar	30.8		
Casino	24.9		
Cedars	122		
Chadra	142		
Champville	16.2		
Chekka	65.3		
Chimlane	27.33		
Choukine/Nabatieh	80.6		
Chouifat	12.4		
Chtoura	47		
Daher El Bachek	15.2		
	22.7		
Daher El Sawan			
Damour	25.5		
Daraaoun	27.7		
Doha Araomoun	19.4		
Dohat el Hoss	18		
Deir Koubal	13.8		
Dora	6.8		
Dbayeh	12.2		
Dier El Ahmar	102		
Deir El Kamar	40.3		
Dik elmehdi	16.3		
Dekwaneh	7		
Dhour el Chouier	27.9		
Dlebta	29.9		
Douar	26.9		
Dhden	98.3		
Elissar	14.75		
Faitroun	34		
Falougha	36.6		
Fanar	11.1		
Faqra	47.8		
Faraya	44.4		
Fayadieh	10.4		
Fourzol	58.3		
Fraike	19.9		
Ghadir	21.7		
Ghadras	34.9		
Ghalboun	52.8		
Gharfin	43		
Graife	49.5		
Ghazir	27.4		
Ghbaleh	44.3		

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Ghosta	30.6		
Hadath	9.6		
Halat	34.8		
Halba	109		
Hamana	33		
Haret Sakher	21		
Hardine	83.2		
Harissa	27.4		
Hasroun	103		
Hazmieh	8.5		
Hermel	150		
Houmal	15.9		
	40.6		
Hrajel			
Jal el Dib	9.5		
Jamhour	13.5		
Jdeideh	7.8		
Jeita	21.7		
Jezzin	71.2		
Jiyeh	31.1		
Joub Jenin	67.8		
Jounieh	21		
Kaslik	17.8		
Kattine	40		
Kfarhbab	26.5		
Khaldeh	22.7		
Laklouk	64.2		
Maameltein	23.3		
Mairouba	37.9		
Mansourieh	12.7		
Masnaa	62.7		
Mayfouk	61		
Mechref	26.8		
Mejdelaya	87		
Miyeh Ou Mieh	49.2		
Miziara	106		
Mkalles	7.8		
Mont La Salle	6.4		
Mtaileb	14.7		
Nabatieh	78.9		
Nabay	15		
Naher el Kaleb	15.1		
Naher el Mout	8.4		
Naher Ibrahim	31.8		
Naccach	12.9		
Nakoura	145		
Nammoura	38.6		
New rawda	7.4		
Qabr Chmoun	27.8		
Qalamoun	74		
Qubayat	136		
Rabieh	13.2		
Kanien	13.2		

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Rabweh	21		
Raifoun	30.1		
Riyak	64.9		
Roumieh	19.2		
Sabtieh	7.8		
Safra	29.1		
Sahel Alma	22.7		
Saida	46.1		
Sannin	47		
Saoufar	30.6		
Sarba	18.2		
Sed el Baouchrieh	8.6		
Selaata	57.7		
Shaileh	23.1		
Souk el Ghareb	18.8		
Tabarja	27.2		
Tripoli	84.7		
Tyre	109		
Wadi Kanounbin	98.6		
Wadi Chahrour	98.9		
Yarzeh	12.8		
Yahchouch	45.1		
Yasou el Malak	16.9		
Zahleh	55.3		
Zalka	8.2		
Zaytoun	40.4		
Zgharta	89.3		
Zouk Mikael	18.7		
Zouk Mosbeh	18.3		

ALL above prices are provided in the following currency (USD/LBP):	_
Validity period of above prices is: days (min. 360)	
All above prices include VAT (YES/NO)	
Name of the company representative:	Date:
Signature:	Stamp:

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# Appendix F: CONTRACT TEMPLATE

# **PRIVATE & CONFIDENTIAL**



# **CONSULANCY/FREELANCER AGREEMENT**

	Made on theof20			
Oxfam Contract Manager				
Address: Email address:				
The Service Provider				
Name:				
Address:				
Operating Base if differen	t to above:			
Telephone number:				
You are:	An individual			
	A limited company	(reg. number)		
	A partnership			
	An association			
	Other (please specify)			

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.

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# 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.
- o 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

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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.

- o 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.

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# • 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
- o 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

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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

o 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).

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- 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.
- o 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].

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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

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

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