

## **TENDER DOSSIER**

## **Vehicle Rental**

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## INSTRUCTIONS TO TENDERERS

#### PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for Vehicle Rental 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<br>(City) |
|---|------------|----------------|
| Deadline for request for any clarifications from Oxfam                | 21/112019  | 5:00 pm        |
| Last date on which clarifications are issued by Oxfam                 | 28/11/2019 | 5:00 pm        |
| Deadline for submission of tenders (receiving date, not sending date) | 06/12/2019 | 5:00pm         |
| Notification of award to the successful tenderer                      | 19/12/2019 | 5:00 pm        |

#### 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

In addition Suppliers can provide:

1 soft copy of all the requested documentation on USB flash drive.

Outer envelope to be marked as follows:

#### Oxfam - TD 19/011/BEY-LB /Veh19

Do not open before 06 December 2019

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

Language: All documents shall be submitted in English.

The outer Main Envelope should only marked Oxfam GB/tender reference/Do not open before 06 December 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 06 December 2019 at 5:00 pm – Beirut to:

Sarkis Heneskehian Logistics Manager Sodeco Square , Block B , 1<sup>st</sup> 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: TD-RO-19/011/BEY-LB/Veh19

#### Which contains:

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

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

#### Selection criteria for administrative compliance:

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

- You are expected, to fill in the following Table, that is detailing our essential required technical criteria, and only those bids that are meeting our below criteria, will presume to the next evaluation phase-Commercial.
- All mandatory documents should be present in the file or else the service provider will be disqualified from further evaluation;

| Required Documents for<br>Submission | Check for provision | Explanation  | Mandatory |
|--------------------------------------|---------------------|--|-----------|
| 1. Capacity                          |                     | Company capacity: Cars availability and staff members, Financial Capacity    | Required  |
| 2. Service center (maintenance)      |                     | Garage that offer customer services for vehicles if in need for a reparation | Mandatory |
| 3. Mobile service team               |                     | Mobile service team where available for vehicle maintained                   | Preferred |
| 4. Temporary Drivers                 |                     | Well trained drivers if in need to rent a car with a driver nationwide       | Required  |

| 5 Areas of Operation   | Ability to operate and deliver vehicles to all Oxfam offices (Beirut, Tripoli & Zahle)   | Mandatory     |
|--|--|---------------|
| 6. Vehicle type  | List of vehicles (# of vehicles registered under the company)  | Required      |
| 6. Reference checks  | To provide at least 3 client contact details from INGOs or similar (ex: U.N agency)  1 23References and other checks are to be assessed for shortlisted bidders.   | Mandatory     |
| 7. Reference Letter  | Submission of at least of 2 certificates (signed and stamped) from previous clients (Written confirmation addressed to your company from various clients within the last 2 months from submission date) preferably INGOs and/or UN Agencies. | Optional      |
| 8. Filled, signed, and stamped Tender Declaration Form– Appendix B   | Yes / No. Comments:  | Mandatory     |
| 9.Filled, signed, and<br>stamped Oxfam Ethical &<br>Environmental Policy<br>Form– Appendix C   | Yes / No. Comments:  | Mandatory     |
| 10.Filled in, stamped, and signed – International Supplier Questionnaire-Appendix D  | Yes / No. Comments:  | Mandatory     |
| 11.Copy of a Valid Certificate of Registration with relevant government agencies or memorandum and article of association                              | Yes / No. Comments:  | Mandatory     |
| 12. Copy of VAT registration   | Yes / No. Comments:  | If applicable |
| 13. Copy of a valid NSSF<br>Clearance  | Yes / No. Comments:  | Required      |
| 14. Copy of the valid<br>Ministry of tourism license<br>certificate;   | Yes / No. Comments:  | Mandatory     |
| 15. A Company profile that includes information on overall longevity and time in the marketplace, company size, customer service structure and support | Yes / No. Comments:  | Required      |

| 16. Filled, signed and stamped Oxfam Ethical & Environmental Policy-Appendix E;           |                   | Yes / No. Comments:  | Mandatory  |
|---|-------------------|--|------------|
| 17. Replacement Vehicle   |                   | Ability to immediately provide a replacement vehicle in case but not limited to accidents in the following locations: Beirut, Tripoli & Zahle.                       | Required   |
| 18. Credit Terms  | Days of<br>Credit | 30   | Preferable |
| 19. Collusion Document (Annex )   |                   | To be signed & stamped   | Required   |
| 20. Invoicing Template  |                   | To provide a mock invoice template for review  | Required   |
| 21.Maintenance and other<br>Operational Templates   |                   | To provide a template copy of collection and return vehicle slips, maintenance checklist and other operational documents used between the company and its customers. | Required   |
| 22. GPS Units   |                   | Availability of GPS units, if so please provide more details   | Required   |
| 23. Fleet Management<br>Software  |                   | Availability of a fleet management software to track vehicle details not limited to registration papers, insurance, maintenance schedule, etc                        | Preferred  |
| 24. Availability of Account Manager   |                   | Ability to provide the Oxfam with a dedicated focal person for all operational and financial requests.   | Preferable |
| 25 Wear and tear tolerance  |                   | Company tolerance towards minor scratches and dents.  Please specify company policy and leniency given the volume of business provided:                              | Required   |
| 26. A copy of the financial statement (balance sheet and income statement) + Audit Report |                   | For Last 2 years   | Mandatory  |
| 27.Inusurance Policy  |                   | Copy of insurance policy for the organisation  | Required   |
| 28.ID / POA   |                   | I.D. card for the person signing the bid empowered by the power of attorney  | Required   |

### 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: TD-RO-19/011/BEY-LB/Veh19

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 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 <u>Technical Offer</u>

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

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

#### 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 21 November 2019 before 5:00 pm.

#### 4.2 <u>Alteration or withdrawal of tenders</u>

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 **06 December 2019 at 5:00 pm, 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 <u>Tender Process</u>

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.<br>Score | % of overall |
|---|--|-------------|---------------|--------------|
| Capability / competence of                    | Refers to the bidders Ability to provide Oxfam with good credit Terms  | 10          |               |              |
| tenderer to perform the                       | Experience with other international NGOs of a similar Oxfam volume.  | 5           | 20            | 20%          |
| work/service<br>required                      | Refers to the committee members observation while conducting site visits to the service providers premises during the tender process                         | 5           |               |              |
| Quality /<br>Understanding<br>of requirements | Refers to Bidder's Ability to demonstrate that they are able to perform and provide the requested services as listed in Appendix A – Technical Specification | 35          | 35            | 35%          |
| Prices for goods/work/ser                     | Clarity of the cost breakdown 10  Price proposal of Services in accordance with the request (best value for money) 35  |             | 45            | 45%          |
| vices   |  |             | 45            |              |
|   | TOTAL MAXIMUM GENERAL SCORING  |             | 100           | 100%         |

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

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

#### 4.12 Notification award and contract signature

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

The unsuccessful tenderer will be informed by e-mail/letter within the 15 days following the award.

Within 7 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 7 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 FA that will be concluded between the successful tenderer and Oxfam is done according to Oxfam's standard FA. A draft is included in Appendix F – Frame Work Template. Kindly print sign and stamp on each page.

By submitting an offer to this Invitation to Tender, the tenderer accepts Oxfam's FA 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 – FA 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 ther 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 Framework Template

## Appendix A: TECHNICAL SPECIFICATIONS

Oxfam is looking to do sign a 1-year framework agreement with a car rental company to supply Oxfam with vehicles in order to support its mission in Lebanon. Part of this agreement will include the supply of vehicles during any emergency state occurring in Lebanon i.e. War, Natural Hazard, etc...

The below number of Vehicles might change depending on Oxfam needs; the below numbers are not fixed and might be adjusted at any period;

#### 1. Expected Deliverables for Vehicles without drivers

The Oxfam will be expected to rent through the contractual year an estimate of 7 vehicles per month which includes 4x4s and Sedans with additional vehicles upon need where the work stations for the rented vehicles will be divided on different locations not limited to the below:

| Location Area |  |
|---------------|--|
| Beqaa         |  |
| Beirut        |  |
| Tripoli       |  |

The Oxfam shall switch vehicles from 4x4 to sedans during summer time and vice versa as per the Oxfam's need. The bidder is required to confirm the availability and flexibility to cater to this request.

#### 2 Vehicles

Unless otherwise explicitly requested, the Service Provider, upon the receipt of Purchase Order duly authorized by the Oxfam, undertakes to provide the requested vehicles immediately within 24hours.

#### All the vehicles must conform to the following standards:

- Delegation to drive from Rental Company for the Oxfam driver or staff using the vehicle.
- · Provided vehicles must at all-time be in a 100% roadworthy condition and be clean and tidy inside.
- 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.
- Equipped with necessary safety items, including Seat belt, spare tire, mechanical jack, basic hand tools, snow chains, two (x2) warning triangle and a valid fire extinguisher (valid expiry date and pressure) and first aid kit.
- During the period of operation, Oxfam reserves the right to ensure that vehicle carries
  markings/stickers that identify it as an Oxfam vehicle. These markings are to be removed when the
  vehicle is no longer used exclusively. It will be Oxfam's responsibility to ensure that vehicle markings
  are removed when no longer needed;
- The vehicle should include minimum 2 air bags for the front 2 seats and ABS system; Preferably with sides and rear sensors, cruise control
- · All vehicles are subject to inspection by representatives of both parties at collection and return;
- · Vehicles should be latest model or not exceeding 10,000 km usage.
- Ability to provide vehicles to Oxfam in a state of emergency, scaling up to a minimum order of 20 vehicles at one go within three days

#### 3. Vehicle Running and Maintenance

The Oxfam vehicles generally operate under severe conditions and must be serviced accordingly by an approved vehicle workshop or the certified workshop of the manufacture company followed by a proof of maintenance report.

- In exceptional cases, for minor repairs or tire/battery replacements outside Beirut, the Oxfam is entitled to carry out the repairs/replacements and submit the bill to the Service Provider granted Oxfam requests prior approval from Service Provider's representative on case-by-case basis. Service Provider shall not withhold such approval unreasonably.
- When possible, Service Provider will dispatch mechanic mobile team in case maintenance or repair can be completed in location, where leased vehicle is based.
- The service provider is obliged to inform Oxfam for all vehicle maintenances based on the KM reported by Oxfam and the service provider.
- Using only genuine vehicle manufacturer spare parts for servicing and repairs.

#### 4. Replacement of Vehicles

- During the term of this Agreement should a vehicle, under conditions of normal use, fail to perform to the standard intended by the manufacturer, and repair is ineffective or requires more than four (4) hours, the service provider must replace it within the same day. In such event, the parties will complete in writing detailing the terms of replacement.
- In any case, including but not limited to accident, theft, maintenance etc., Oxfam retains right to request free replacement of leased vehicles with or without a reason throughout the whole contract period and Service provider shall provide replacement vehicles as requested (similar or free upgrade category).

#### 5. Individual or total Lease Termination

As per contract leasing terms bound by the purchase order.

#### 6. Insurance

The vehicle(s) shall be used and managed in accordance with the Oxfam fleet policies, applicable insurance provisions, at the service provider's expense by a fully comprehensive insurance policy covering all risks insurance for the drivers and passengers in accordance with national laws not limited to The service provider shall provide the following insurance coverage for the vehicle(s):

- Subsidiary Third Party Liability insurance providing a maximum payout of USD 500,000 per claim. This insurance is only valid where local 3rd party insurance is in place, or where it can be shown that no 3rd party insurance was available to the Oxfam..
- Accident Insurance for Drivers and Passengers providing a maximum cover of USD 40,000 per death, USD 60,000 for permanent handicap per person per event, and up to USD 1 million for medical treatment for a maximum of 5 years.
- · Theft Protection Insurance and total Loss on the car value.
- · The insurance shall cover all Oxfam staff driving the vehicle and it's passengers

A copy of local policy certificates must be sent within the technical proposal to ensure conformity.

#### 7. Sub-rental

The Oxfam has the right to put the vehicle rented to it at the disposal of his employees and workers, as long as these employees and workers are in possession of a valid driver's license acceptable to the Lebanese authorities, are over 23 years old, have at least two year driving license. Number of acceptable drivers per vehicle shall not be limited to less than two.

#### 8. Accident procedure

- In the event of an accident to the leased vehicle, the Oxfam agrees to have, if possible, the case investigated on the spot by the local insurance expert. In some cases, the vehicle will be moved from the accident point if it doesn't contravene with the investigation on the spot. Service Provider shall provide free towing services for such cases and any other, when required.
- Copy from the accident report (official) should be shared with Oxfam prior sending the franchise bill

#### 9. Modifications and Renewal

- In order to assure functionality, the Service provider must secure the Oxfam's approval prior to making any modifications to the vehicle(s).
- · Requests for extension or renewal are subject to an approved written request from the authorized signatory.

#### 10. Other costs and invoicing

- The service provider agrees to indemnify and hold harmless the Oxfam against any loss or damage to the vehicle(s) and its contents and all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the vehicle(s) arising during the term of this Agreement and not otherwise covered by insurance. The Oxfam agrees to pay all fines and tickets imposed on the vehicle(s) or its driver(s) that doesn't exceeds 3 month period from the ticket date.
- · Oxfam will not be responsible of any costs that exceeds the original cost of the fine /ticket
- · Collision Damage Waiver concerns damage shall be limited to accidents to the rental vehicle.
- The service provider is responsible for obtaining, paying and keeping up-to-date relevant road licenses and any other licenses required by law.
- The invoices issued no later than the second working day of each month by the service provider for these rented vehicles shall be supported by further details about the vehicle type, car plate number, model, delivery date and date of the purchase order/contract signed.

| . <b>WORKIN</b><br>Wo<br>Vorking Hou | orking days: Fro | m Monday until F<br>:00 pm with the f | riday, approximalexibility to opera | ate 22 working da<br>ate additional tim | ays per month;<br>e upon need. |  |
|--------------------------------------|------------------|---------------------------------------|-------------------------------------|---|--------------------------------|--|
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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:                             |  |

## 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**

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-

#### **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

#### 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
- 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:

 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
- Demonstrate commitment to achieve conformance with the Labour and Environmental Standards in section 2.1 above and commitment to continuous improvement of their labour and environmental standards as agreed with Oxfam.
- Suppliers importing from small scale producer groups facilitate trade in-line with Oxfam's values based approach.

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

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

List of activities that Oxfam suppliers should not be involved in: Oxfam will seek alternative suppliers if we identify the following activities:

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

Suppliers must declare any formal party political involvement or activity.

#### **Procurement Integrity Principles for Oxfam Staff**

To ensure we procure with Integrity, Oxfam staff will:

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

## Appendix D: SUPPLIER QUESTIONNAIRE

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

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

| 1 A) Company Profile                           |         |                 |       |
|--|---------|-----------------|-------|
| Name of Company                                |         |                 |       |
| Name of Oxfam staff member you have            |         |                 |       |
| contact with; if any. (Name, Department,       |         |                 |       |
| Location)                                      |         |                 |       |
| Desistant Office address                       |         |                 |       |
| 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 lab |         | ess integrity   | Yes   |
| standards in Oxfam's Ethical and Environmental | Policy  |                 | No    |
| 2) Health & Safety                             | I .     |                 |       |
| Is there anyone designated as being            | Yes/ No | o. Give details |       |
| responsible for Health and Safety issues in    |         |                 |       |
| vour company?                                  | I       |                 |       |

| 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 management standards (add more fields if necessary) |               | ISO14001 - Environment |                  |           |
|  |               | ISO26000 - Social R    |                  |           |
| · · · · · · · · · · · · · · · · · · ·  |               | SA8000 - Labo          |                  |           |
|  |               |                        | Other            |           |
| Confirm which policies your company has in place. Please attach                                |               |                        | Quality          |           |
| these:   |               | He                     | alth & Safety    |           |
|  |               | Environmental I        | •                |           |
|  |               |                        | ur Standards     |           |
|  |               | Equal C                | pportunities     |           |
|  |               | •                      | Development      |           |
|  |               |                        | Other            |           |
| 4) Ethical (Labour) Standards  |               |                        |                  |           |
| Do you ensure your company meets worker  |               | Yes/No. Give detai     | ls               |           |
| related legislation? (e.g wages, hours, health   |               | respires. Give detai   |                  |           |
| & safety) Please share what you have in place  |               |                        |                  |           |
| to support this.   |               |                        |                  |           |
|  | 1             |                        |                  |           |
| 5) Environmental Standards   | I             | V/N C: 1::             | 1-               |           |
| Do you ensure that your company meets all  |               | Yes/No. Give detai     | IS.              |           |
| required local laws/regulations covering the environment? Please share what you have in        |               |                        |                  |           |
| place to support this.   |               |                        |                  |           |
| Do you have an environmental policy in place?  | Dlooso attach |                        |                  | Voc       |
| bo you have an environmental policy in place:  | Please attach |                        |                  | Yes<br>No |
|  |               |                        |                  | NO        |
| 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 come and dataile  |               |                        |                  |           |
| Contract scope and details   |               |                        |                  |           |
|  |               |                        |                  |           |
|  |               |                        |                  |           |
| Place detail what experience you have with   |               |                        |                  |           |
| 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  |               |                        | <del></del>      |           |
| subcontract/outsource services?  |               |                        |                  |           |
| If yes, please share name and contact details  |               |                        |                  |           |
| of the sub-contracters and the type of service   |               |                        |                  |           |
|  | ī             |                        |                  |           |

| Please complete Sections 7 and 8 <u>IF</u> providing branded products or services, rental vehicles or construction projects  |                   |  |           |
|--|-------------------|--|-----------|
| 7) Pay   | & Ho              | urs  |           |
| 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<br>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<br>No |
| 8) Worker Managen  | nent (            | Communications                             |           |
| How do you ensure employees are aware of their   |                   | Written Contracts                          |           |
| rights?  |                   | Staff notice boards                        |           |
|  |                   | Intranet Employee Handhook                 |           |
|  |                   | Employee Handbook<br>Other                 |           |
| What forms of representation are used?   |                   | Union                                      |           |
|  |                   | Employees share ownership                  |           |
|  |                   | Elected Health & Safety Committee          |           |
|  |                   | Workers co-operative                       |           |
|  |                   | Works Council                              |           |
|  |                   | Staff Association                          |           |
| Do any workers belong to a Trade Union   |                   | Other                                      | Yes       |
| Do any workers belong to a Trade Official  |                   |  | No        |
| If yes, please provide the name/s of the Union/s   |                   |  |           |
| <b>Declaration</b> (to be completed by Senior Authorised name): I confirm that all the information give  |                   | =    | • •       |
| Name :   |                   | Position :                                 |           |
| Date :   |                   | Signature :                                |           |
| For Oxfam us IB There are some industries Oxfam has run campaigns our company, or any parent or subsidiary, has any involv ofant formula or pesticides; or with the Finance industry p | on to h<br>vement | t with the production or sales of weapons, |           |
| Name :   |                   | Position :                                 |           |
| Date :   |                   | Risks :                                    |           |

## Appendix E: PRICE PROPOSAL

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. Oxfam shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

<u>Table A:</u> the below table summarizes the list of Vehicles categories under Sedan vehicles for all Lebanon territories without drivers.

| #    | Description  | Sedan: Toyota Camry or<br>equivalent, 4 doors (4<br>passengers) Rate in USD | Sedan: Toyota Corolla, or equivalent, 4 doors (4 passengers) Rate in USD | Sedan: Toyota Avanza or<br>equivalent, 4 doors (7<br>passengers) Rate in USD |
|------|--|---|--|--|
| 1    | Daily Rate from 1 up to 7 days (without driver)                                      |   |  |  |
| 2    | Monthly Rate from 1 up to 3 months (without Driver)                                  |   |  |  |
| 3    | Monthly Rate from 4 up to 6 months (without Driver)                                  |   |  |  |
| 4    | Monthly Rate over 7 months (without Driver)  |   |  |  |
| 5    | Monthly Rate between 1 month to 12 months (without Driver)                           |   |  |  |
| 6    | Lead time per day(s)<br>required to collect the<br>vehicle(s) upon<br>confirmation   |   |  |  |
| 7    | Collision Damage Waiver – concerns damage to the rental vehicle limited to accidents |   |  |  |
| 8    | What additional costs are charged if the cars were requested with GPS?               |   |  |  |
| 9    | Other Costs (If any)   |   |  |  |
| *All | the above cars are offered wit   | th unlimited mileage;   |  | -  |

| ALL above prices are provided in the following currency:   |                     |
|--|---------------------|
| Validity period of above prices is:working days (min. 120) |                     |
| All above prices DOES NOT include VAT (Y/N)                |                     |
| Name of the company representative:                        | Date and Signature: |

\*\* Collision Damage Waiver is only dedicated for accidents,

<u>Table B:</u> the below table summarizes the list of Vehicles categories under 4x4 vehicles for all Lebanon territories <u>without drivers.</u>

| #  | Description  | <b>4WD SUV:</b> Toyota Fortuner or equivalent, 4 doors (7 | <b>4WD SUV:</b> Nissan Xtrail, or equivalent, 4 doors (4 | <b>4WD SUV:</b> Kia Sportage or equivalent, 4 doors (4 |
|----|--|---|--|--|
| #  |  | passengers) Rate in USD                                   | passengers) Rate in USD                                  | passengers) Rate in USD                                |
| 1  | Daily Rate from 1 up to 7 days (without driver)                                      | J   | ,  | , , , , , , , , , , , , , , , , , , ,                  |
| 2  | Monthly Rate from 1 up to 3 months (without Driver)                                  |   |  |  |
| 3  | Monthly Rate from 4 up to 6 months (without Driver)                                  |   |  |  |
| 4  | Monthly Rate over 7 months (without Driver)  |   |  |  |
| 5  | Monthly Rate between 1 month to 12 months (without Driver)                           |   |  |  |
| 6  | Lead time per day(s) required to collect the vehicle(s) upon confirmation            |   |  |  |
| 7  | Collision Damage Waiver – concerns damage to the rental vehicle limited to accidents |   |  |  |
| 8  | What additional costs are charged if the cars were requested with GPS?               |   |  |  |
| 9  | Other Costs (If any)   |   |  |  |
|    | the above cars are offered   |   | ratabas and saraning are sourced                         | by the convice provider:                               |
|    | •  | only dedicated for accidents, all scr                     |  | by the service provider;                               |
| AL | L above prices are provide   | ed in the following currency:                             |  |  |
|    | idity period of above price above prices DOES NOT i                                  | es is:working days (min. nclude VAT (Y/N)                 | 120)   |  |

Name of the company representative:

Date and Signature:

<u>Table C:</u> the below table summarizes the list of Vehicles categories under minivans vehicles for all Lebanon territories <u>without drivers</u>.

| #   Passanger (up to 12   Minivan: nyundai ni (up to   Minibus: royota niace (up   |     | Description   | Minimum Ninger NV         |                                   |   |
|--|-----|---|---------------------------|-----------------------------------|---|
| days (without driver)  Auonthly Rate from 1 up to 3 months (without Driver)  Monthly Rate from 4 up to 6 months (without Driver)  Monthly Rate between 1 month to 12 months (without Driver)  Monthly Rate between 1 month to 12 months (without Driver)  Lead time per day(s) required to collect the vehicle(s) upon confirmation  Collision Damage Waiver - concerns damage to the rental vehicle limited to accidents  What additional costs are charged if the cars were requested with GPS?  4 What additional costs are charged if the cars were requested with GPS?  4 What additional costs are charged if the cars were requested with GPS?  5 ALL above prices are provided in the following currency:  ALL above prices are provided in the following currency:  Validity period of above prices is:  working days (min. 120)  All above prices DDES NOT include VAT  (YN) | #   | Description   |                           |                                   | Minibus: Toyota Hiace (up to 12 passengers) Rate in USD |
| 2  | 1   | days (without driver)   |                           |                                   |   |
| 3  | 2   | to 3 months (without Driver)                                      |                           |                                   |   |
| Monthly Rate between 1 month to 12 months (without Driver)  Lead time per day(s) required to collect the vehicle(s) upon confirmation  Collision Damage Waiver — concerns damage to the rental vehicle limited to accidents  What additional costs are charged if the cars were requested with GPS?  9 Other Costs (If any)  *All the above cars are offered with unlimited mileage; *** Collision Damage Waiver is only dedicated for accidents, all scratches and scraping are covered by the service provider;  ALL above prices are provided in the following currency:  Validity period of above prices is:working days (min. 120) All above prices DOES NOT include VAT (Y/N)  | 3   | to 6 months (without  |                           |                                   |   |
| 5 month to 12 months (without Driver)  | 4   |   |                           |                                   |   |
| required to collect the vehicle(s) upon confirmation  Collision Damage Waiver — concerns damage to the rental vehicle limited to accidents  What additional costs are charged if the cars were requested with GPS?  *All the above cars are offered with unlimited mileage; **Collision Damage Waiver is only dedicated for accidents, all scratches and scraping are covered by the service provider;  ALL above prices are provided in the following currency:  Validity period of above prices is:working days (min. 120) All above prices DOES NOT include VAT(V/N)  | 5   | month to 12 months (without Driver)                               |                           |                                   |   |
| 7 - concerns damage to the rental vehicle limited to accidents  What additional costs are charged if the cars were requested with GPS?  9 Other Costs (If any)  *All the above cars are offered with unlimited mileage; ** Collision Damage Waiver is only dedicated for accidents, all scratches and scraping are covered by the service provider;  ALL above prices are provided in the following currency:  Validity period of above prices is:working days (min. 120)  All above prices DOES NOT include VAT (Y/N)   | 6   | required to collect the vehicle(s) upon                           |                           |                                   |   |
| 8 charged if the cars were requested with GPS?  9 Other Costs (If any)  *All the above cars are offered with unlimited mileage;  ** Collision Damage Waiver is only dedicated for accidents, all scratches and scraping are covered by the service provider;  ALL above prices are provided in the following currency:  Validity period of above prices is:working days (min. 120)  All above prices DOES NOT include VAT (Y/N)  | 7   | <ul> <li>concerns damage to the rental vehicle limited</li> </ul> |                           |                                   |   |
| *All the above cars are offered with unlimited mileage;  ** Collision Damage Waiver is only dedicated for accidents, all scratches and scraping are covered by the service provider;  ALL above prices are provided in the following currency:  Validity period of above prices is:working days (min. 120)  All above prices DOES NOT include VAT (Y/N)  | 8   | charged if the cars were  |                           |                                   |   |
| ** Collision Damage Waiver is only dedicated for accidents, all scratches and scraping are covered by the service provider;  ALL above prices are provided in the following currency:  Validity period of above prices is: working days (min. 120)  All above prices DOES NOT include VAT (Y/N)  | 9   | Other Costs (If any)  |                           |                                   |   |
| ALL above prices are provided in the following currency:  Validity period of above prices is: working days (min. 120) All above prices DOES NOT include VAT (Y/N)  |     |   |                           | atches and scraping are covered b | y the service provider;                                 |
| Validity period of above prices is:working days (min. 120) All above prices DOES NOT include VAT (Y/N)   |     | -   | •                         |                                   | , , , , , ,   |
| All above prices DOES NOT include VAT (Y/N)  | Val | lidity period of above price                                      | es is: working days (min. |                                   |   |
|  | All | above prices DOES NOT in  | nclude VAT (Y/N)          | ,                                 | ignature:   |

<u>Table D:</u> the below table summarizes the list of Vehicles categories under Sedan vehicles for all Lebanon territories <u>with drivers.</u>

| # | Description   | Sedan: Toyota<br>Camry or<br>equivalent, 4<br>doors (4<br>passengers)<br>Rate in USD | Sedan: Nissan<br>Sentra, Toyota<br>Corolla, Kia Cerato<br>or equivalent, 4<br>doors (4<br>passengers) Rate<br>in USD | 7 seaters: Toyota<br>Avanza or<br>equivalent, 4 doors<br>(7 passengers)<br>Rate in USD | Minivan: Hyundai<br>H1 (up to 11<br>passengers) Rate<br>in USD | Minibus: Toyota<br>Hiace (up to 12<br>passengers) Rate<br>in USD |
|---|---|--|--|--|--|--|
| 1 | Vehicle rent (with<br>Driver) – Daily per<br>day  |  |  |  |  |  |
| 2 | Vehicle rent (with<br>Driver)-Per Month   |  |  |  |  |  |
| 3 | Overtime Charge<br>for Driver /hours<br>after regular Duty<br>(Regular Working<br>Hours – up to 9<br>hours) |  |  |  |  |  |
| 4 | Lead time per<br>day(s) required to<br>collect the<br>vehicle(s) upon<br>confirmation                       |  |  |  |  |  |
| 5 | What additional costs are charged if the cars were requested with GPS?                                      |  |  |  |  |  |
| 6 | Other Costs (If any)  |  |  |  |  |  |

<sup>\*</sup>All the above cars are offered with unlimited mileage;

\*\* Collision Damage Waiver is only dedicated for accidents, all scratches and scraping are covered by the service provider;

\*\*ALL above prices are provided in the following currency: \_\_\_\_\_\_

Validity period of above prices is: \_\_\_\_\_\_working days (min. 120)

All above prices DOES NOT include VAT \_\_\_\_\_\_ (Y/N)

\_\_\_\_\_

Name of the company representative:

Date and Signature:

## Table E: Daily driver charges and costs

| # | Description                                | Rate in USD |
|---|--|-------------|
| 1 | Daily rate for a driver                    |             |
| 2 | Operating hours for the driver             |             |
| 3 | Overtime charge per hour                   |             |
| 4 | Overnight allowance for a driver per night |             |

| ALL above prices are provided in the following currency:   |                     |  |
|--|---------------------|--|
| Validity period of above prices is:working days (min. 120) |                     |  |
| All above prices DOES NOT include VAT (Y/N)                |                     |  |
| Name of the company representative:                        | Date and Signature: |  |

## Appendix F: CONTRACT TEMPLATE

#### Confidential

#### FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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.

| THIS AGREEMENT is made onwith validity of one year  |
|---|
| BETWEEN:  |
| Oxfam GB, a company limited by guarantee (registered office 612172) whose registered office is at John Smith Drive, Cowley, Oxford OX4 2JY, England, (hereinafter "Oxfam"); and |
| Supplier name " whose register office is at   |
|   |

#### **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 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 annexed, whether this order is in the form of a letter, email or other document;

"Services" means the services (if any) described in the Order;

"Ethical and Environmental Policy" means our ethical and environmental policy from time to time relating to the labour and environmental conditions and other ethical standards expected of suppliers in a trading relationship with us, published from time to time on our website. "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

- 2.2 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 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 **one year.**
- 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 ETHICAL AND ENVIRONMENTAL PURCHASING

- 4.1 The supplier questionnaire will be risk rated which will indicate if an audit on the manufacturing plant is needed. It may be a condition of award to the winning company that an audit is required. If an audit is required the Seller will commit to an audit (auditor nominated by Oxfam GB, paid for by the Seller) within three months of the placement of three orders with a total value of £20,000 or more.
- 4.2 The Seller agrees to participate in the audit and follow up process. Any issues form the audit will be reviewed during the closing meeting of the audit and a corrective action plan agreed within a reasonable timeframe. A follow up visit from the auditors will take place in an appropriate timescale to verify the changes that have taken place as agreed.
- 4.3 Please note we will only accept products from nominated factories that have agreed to the conditions above- this includes any sub-contracted work. Any components or extra parts must also be produced in a factory complying with the above standards and all parties must be aware of what is being produced and where

#### 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

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:
  - 8.1.1 Oxfam Logistics:

Name: Sarkis Heneskehian Telephone: +961 1 611823

Email Address: sheneskehian@oxfam.org.uk

8.1.2 Seller Contract Manager:

Name: Telephone: Email Address:

- 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 Logistics
- 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 Logistics 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

- 9.1 The Seller will comply with any service levels agreed with Oxfam, including any lead times set out in the quotation and/or Order.
- 9.2 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.
- 9.3 The Seller shall provide feedback and produce statistics on product usage, delivery times and quality control processes for the meeting as required by Oxfam.

| Beirut, |  |  |
|---------|--|--|
|         |  |  |

| Signature on behalf of Oxfam GB signature                     |
|---|
| Name:   |
| Title: Country Director                                       |
| Date  |
|   |
| Signature on behalf of Oaks Beirut Hotel signature name title |

Date

