



TENDER DOSSIER

Construction of Latrines in North Bekaa

Publication reference:

TD RO – Latrines – Zahle-001

TD RO-LBQZQ-21-0018-LBQZQ-0016

TD RO-LBQZQ-21-0024-LBQZQ-0022

TD RO-LBQZQ-21-0025-LBQZQ-0023

Issued by: Oxfam GB
Publication Date: 29/04/2021

TABLE OF CONTENT

INSTRUCTIONS TO TENDERERS	3
1 PURPOSE OF THE TENDER DOSSIER	3
2 INVITATION TO TENDER TIMETABLE.....	3
3 INSTRUCTIONS TO TENDERERS	3
3.1 Supplier Application	4
3.2 Tender Proposal	5
3.2.1 Currency	5
3.2.2 Tender validity	5
3.2.3 Tender Presentation.....	5
3.2.4 Compliance.....	5
3.2.5 Technical Offer.....	5
3.2.6 Price proposal	5
4 CONDITIONS OF TENDERING	6
4.1 Questions / Request for clarification.....	6
4.2 Clarification meeting / site visit	6
4.3 Alteration or withdrawal of tenders	6
4.4 Costs of preparing tenders.....	6
4.5 Late Proposal	6
4.6 Eligibility	6
4.7 Compliance.....	6
4.8 Right to reject all tenders.....	6
4.9 Power to accept part of a tender	6
4.10 Specification	6
4.11 Confidentiality.....	7
4.12 Tender Process.....	7
4.13 Notification award and contract signature	7
4.14 Ownership of tenders.....	8
4.15 Type of contract	8
4.16 Cancellation of the tender procedure	8
APPENDIXES	9
APPENDIX A: TECHNICAL SPECIFICATIONS	10
APPENDIX B: TENDERER'S DECLARATION.....	13
APPENDIX C: SUPPLIER CODE OF CONDUCT	14
APPENDIX D: SUPPLIER QUESTIONNAIRE.....	15
APPENDIX E: PRICE PROPOSAL	19
APPENDIX F: CONTRACT TEMPLATE.....	27

INSTRUCTIONS TO TENDERERS

1 PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for construction of latrines and hand washing facilities in North Bekaa. A detailed description of the assignment and services required by Oxfam is contained in the technical specifications (see APPENDIX A – Technical specifications).

2 INVITATION TO TENDER TIMETABLE

	DATE	TIME (Beirut)
Deadline for request for any clarifications from Oxfam by email	20-May-2021	15:00
Last date on which clarifications are issued by Oxfam by email	24-May-2021	15:00
Site visit	18-May-2021	15:00
Deadline for submission of tenders (receiving date, not sending date)	26-May-2021	15:00
Notification of award to the successful tenderer by	7-June-2021	15:00

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-Latrines-LBQZQ-0021

Do not open before 26th of May 2021

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 mark Oxfam GB/tender reference/Do not open before 26th of May 2021.

Any Bidder's logo or relevant mark on the outer envelope that reflects the niche of the company will be considered as disqualified.

The supplier application and tender proposal shall be submitted together before the deadline for reception of applications on the 26th of May 2021 at 15:00 – Beirut to:

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

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

3.1 Supplier Application

The application must be submitted in an envelope entitled:

"Supplier Application "Supplier name" response to Oxfam tender: TDRO-Latrines-LBQZQ-0021

Which contains;

- APPENDIX B - Tenderer's Declaration / To be printed signed & stamped
- APPENDIX D- International Supplier Questionnaire / To be printed signed & stamped

All of which must be initialed and signed by an authorized 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/she wishes, to assist us in judging their suitability according to the below criteria:

- Proof of organization/individual's Registration in Lebanon, if applicable. Please note that if entity/individual are not registered then 7.5% will be deducted from the total amount.
- A copy of the financial statements for last two years (balance sheet and income statement).
- I.D. card for the person signing the bid empowered by the power of attorney
- Ministry of Finance registration certificate and VAT if applicable
- Availability of commodity (CVs, organogram, and company profile): Name(s) and CVs or brief summary of professional background of key personnel to be involved in implementation of the Contract., An organizational (human resources) chart (if applicable) and Company profile,
- Detailed activity schedule (timeline) for the proposed works.
- Proposed methodology of work clearly developing the expected work phases
- Bidder shall provide completed priced Bill of Quantities (BOQ)
- Detailed list of tools and machinery that will be used in the implementation of the project. Technical Specification of materials proposed in technical offer
- Experience in construction of similar type of works, of similar scale
- Three references for works completed, preferably in similar type of works List of previous works in the past three years, including name of contracting party, contact address, contract value and date of completions Oxfam reserves the right to contact these references, without notifying the Tenderer

- list of previous and current contracts for works in Informal Tented Settlements, including name of contracting party, contract value and date of completions (Size of customer database - along with a list of your main customers including any Non-Governmental Organisations (NGOs) and U.N. agencies)

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-Latrines-LBQZQ-0021

Which contains:

- Tender Technical offer
- Price proposal

Price proposal must be initialed and signed by an authorized person.

3.2.1 Currency

All prices shall be expressed in Fresh USD including VAT. This is to allow for a fair comparison of prices, following the award of the contract; the working currency will be decided between Oxfam and the contracted party. Where exchange rates have been used to arrive at a USD figure this should also be provided.

3.2.2 Tender validity

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

3.2.3 Tender Presentation

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

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 per session
- A detailed **price list** for all the services linked to the technical requirement (e.g. equipment service, staff training)
- Pricing to be based on fresh USD.

- Additional services that the service provider would be willing to provide Oxfam at no cost.

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.

4 CONDITIONS OF TENDERING

4.1 Questions / Request for clarification

Any requests for clarification may be submitted by email to akfoury@oxfam.org.uk & SHeneskehian@oxfam.org.uk until the 20th of May 2021.

4.2 Clarification meeting / site visit

Supplier intend to apply to the site visit should send email to akfoury@oxfam.org.uk & SHeneskehian@oxfam.org.uk.

A mandatory meeting will be held at the Oxfam Zahle office, the tentative date will be on 18/05/2021 at 09:30 am, to present the project requirements and allow for a Q&A for interested bidders.

A mandatory site visit on the same day at 10:00 am will be facilitated by the Oxfam technical team.

Failure to attend the meeting and site visit will be considered as disqualified and result in rendering the absent bidder as 'non- eligible'.

4.3 Alteration or withdrawal of tenders

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

4.4 Costs of preparing tenders

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

4.5 Late Proposal

Tenders must be received before 26th of May 2021 at 15:00 Beirut time. Tenders received after the closing date will not be considered, unless in Oxfam sole opinion there are exceptional circumstances which have caused the delay.

4.6 Eligibility

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

4.7 Compliance

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

4.8 Right to reject all tenders

Oxfam is under no obligation to accept any tender.

4.9 Power to accept part of a tender

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

4.10 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.

4.11 Confidentiality

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

4.12 Tender Process

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

The contract will be awarded to the administratively and technically compliant tenderers 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	Score up to	Max. Score	% of overall
Capability / competence of tenderer to perform the work/service required/ quality of understanding	Experience in construction of similar type of works, of similar scale	10	70	70%
	Experience with other international NGOs of a similar Oxfam volume.	5		
	Previous experience with Oxfam.	5		
	List of machinery and technical specification of materials to be used in construction works	20		
	Qualifications, skills, languages or experience of key personnel engaged in the project (CVs, organogram, and company profile)	10		
	Proposed work plan and schedule of works	10		
	Added value of service offered	5		
	Level of understanding of tender documents	5		
Prices for goods/work/services	Price proposal of Services in accordance with the request (best value for money)	30	30	30%
TOTAL MAXIMUM GENERAL SCORING			100	100%

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

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

4.13 Notification award and contract signature

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

The unsuccessful tenderer will be informed by e-mail within the 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.

4.14 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.

4.15 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 FA 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.

4.16 Cancellation of the tender procedure

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

Cancellation may occur where:

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

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

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

APPENDIXES

Appendix A : Technical Specifications / to be printed filled signed & stamped

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

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

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

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

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

Appendix A: TECHNICAL SPECIFICATIONS

Terms of Reference for supplier to conduct

Normal Latrines, Person with disability latrines and Hand washing facilities construction

Oxfam Lebanon Programme

Background:

Oxfam is an organisation that works to address the causes of poverty through campaigning and responding to the needs of the poor. In Lebanon, Oxfam works in both development and humanitarian contexts, focusing particularly on Water, Sanitation and Hygiene (WaSH), Protection and Emergency Food Security and Livelihoods. In responding to the Syrian Refugee Crisis, Oxfam addresses the emergency water needs through WaSH service provision to populations residing in informal settlements; and to those of the Lebanese host communities and local authorities through efforts to improve water infrastructure and management systems.

Under WASH program, Oxfam has been responding to the Syrian Crisis since 2013, operating via integrated projects in the informal tented settlement across 2 municipalities in the Bekaa. Oxfam's response includes water trucking services, water tank distributions, and water quality monitoring; provision of family latrines with gender-sensitive considerations and for persons with special needs, construction of grey water system, and latrine desludging services; and provision of public health awareness activities.

Project Objective:

Oxfam is seeking a contractor to construct normal gender sensitive latrines, gender sensitive (PWD) latrines and Hand washing facilities (HWF) for the vulnerable and eligible families in the informal tented settlements in Saaide and Bouday villages located in North Bekaa region.

Content of Works:

- Estimated quantity of Construction is **173 normal gender sensitive latrines, 121 HWFs, 33 old round latrines decommissioning and 10 PWD latrines**. This quantity may increase, or decrease based on the needs.
- - **10 PWD latrines to be constructed for disabled persons**
- - **33 old round latrines will be decommissioned**
- - **173 Normal latrines construction**
- - **121 HWFs construction (for each latrine constructed except the PWD that has its HWF within the design)**
- Quantity may increase or decrease, as Oxfam has the right to request half the quantity only if needed.
- Oxfam will inform the contractor on the location of the latrine and HWF, and the contractor must adhere to this. Oxfam has the right to request the rebuilding of any facility not installed in the location that Oxfam staff shared.

- The period of execution the works in each site shall up to **3 calendar days** from date of handover the site and the contractor should have the capacity to work in more than one site.
- The contractor should prepare and keep at least steel structures and all items needed to install 5 latrines in his warehouse for urgent needs.
- OXFAM will inform the contractor on the date of starting each batch of construction, with a suggested lead time of one week and a suggested batch order of 10 facilities (latrine and HWF). These can be negotiated.
- The contractor should prepare and submit technical and financial offer for the works with details of the execution plan, detailed Bills of Quantities, and execution schedule.
- The contractor will be responsible to provide transportation for his worker to the sites all the days, considering restrictions on movements.
- The tender items are not dividable.
- The Site Engineer may amend what he deems "technically" suitable for the project and after taking the approval of Oxfam, and the Contractor must abide completely with what was required by the supervising committee.
- The Contractor's relationship will directly be with OXFAM staff and not with the refugees. OXFAM will inform the contractor on the date of starting the construction before one week. construction plan will be prepared and shared with contractor. OXFAM staff or his/her representative will onsite during the construction.
- The contractor shall execute all work required in the presence of the site Engineer or his/her representative considering that the supervision committee has the right to require re-implementation in case of violation of specifications agreed in the technical Book of Conditions or the instructions of the supervising committee or which have been executed in the absence of Oxfam supervisors without informing the supervisor of the time of executing the works.
- Oxfam WASH Team or his/her representative is responsible to monitor and confirm the work.
- All latrines and HWFs should be as per drawing and BoQ.
- The contractor should have the capacity to work in more than one site/area in the same time if needed.
- The contractor should have the capacity to complete the work in one site within three days.
- The contractor should have the capacity to excavate in different type of soil (muddy or rocky) and comply to secure the needed heavy machine based on the execution requirement.
- Oxfam has the right to increase or decrease quantities at the same unit cost.
- Payment will be paid based on deliverables and not based on contract value
- The contractor must take into consideration COVID-19 precaution measures during the construction.
- The contractor should ensure safety and security/prevention to avoid any accident while implementing the activity.

The Contractor must:

- Ensure that the supplied items are brand new **not renewed**, and that applies to all the supplied items. Preference is given to the items that have proven technical quality and efficiency during the operation.

Facilities Construction:

- 1) The contractor is committed to all the engineering designs and drawings attached with these Technical Conditions including the quantities and dimensions. The Contractor may not increase or decrease these quantities without the written consent of Oxfam.
- 2) The latrines and HWFs shall be installed in the specified places only and exclusively under the directives of the supervising team of Oxfam and conform to the requirements of the beneficiaries of these facilities, **taking into account access to the latrines for the process of emptying the pit hole**. Oxfam programme team will share the exact location and direction of the requested latrines.

All the bidders must do a site visit that will be organized by Logistic team and program team before submitting their offers.

Before sign the contract, the contractor will prepare a sample of latrine and HWF and Oxfam will evaluate and confirm it.

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's Supplier Code of Conduct. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at Oxfam's discretion.

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

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

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

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

Appendix C: SUPPLIER CODE OF CONDUCT

Appendix D: SUPPLIER QUESTIONNAIRE

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

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

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

company?	
----------	--

3) Management Systems and Policies		
Do you have or are you working towards any of the following ethical/environmental, legal and technical management standards (add more fields if necessary)	ISO9001 - Quality	
	ISO14001 - Environment	
	ISO26000 - Social Responsibility	
	SA8000 - Labour standards	
	Other	
Confirm which policies your company has in place. Please attach these:	Quality	
	Health & Safety	
	Environmental Management	
	Labour Standards	
	Equal Opportunities	
	Training & Development	
	Other	

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

5) Environmental Standards	
Do you ensure that your company meets all required local laws/regulations covering the environment? Please share what you have in place to support this.	Yes/No. Give details.
Do you have an environmental policy in place? Please attach	<input type="checkbox"/> Yes <input type="checkbox"/> No

6) Experience & Subcontracting			
Please provide details of 3 customers/clients for whom you have completed contracts for in the last 3 years, willing to provide a reference. If available, attach reference letters.			
	Reference 1	Reference 2	Reference 3
Customer/Organisation			
Contact name			
Telephone No			
Date awarded contract			
Contract scope and details			
Please detail what experience you have with dealing with International Non-Governmental Organisations (INGO): If yes, please provide details about the scope of contract and the INGO name.			

If you supply services to OXFAM, do you subcontract/outsourcing services? If yes, please share name and contact details of the sub-contractors and the type of service provided.	
---	--

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

7) Pay & Hours

What is the national minimum wage (per hour)?		
What is the lowest hourly pay in your company?		
What deductions taken from worker's wages e.g. pension, tax?		
If yes, how much are the charges and what are they for?		
What are the normal weekly working hours for employees?		
Do workers have at least 1 day off in 7?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
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	<input type="checkbox"/>
	No	<input type="checkbox"/>

8) Worker Management Communications

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

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

Name :	Position :
Date :	Signature :

For Oxfam use only - Risk Rated by

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

Name :	Position :
Date :	Risks :

Appendix E: PRICE PROPOSAL

Construction of Normal latrine with holding tank- BoQ						
#	Item	Qty	Unit	Thick mm	Unit price \$	Total Price \$
A	Latrine Super Structure					
1	Supply and fix steel hollow square section 25x25 mm painted with two layers of epoxy grey color	9.4	Lm	2		
2	Supply and fix steel hollow square section 25x25 mm painted by epoxy grey color	23.8	Lm	2		
3	Supply and fix two steel Mesh thick 3mm, opening 3x3 mm, L 120 & W 10 cm	2	Pcs			
4	Supply and fix Steel hinge D16mm	2	Pcs			
5	Supply and fix Heavy Metal internal and external bolt lock as per attached drawing in details (see attached annex 3)	2	Pcs			
6	Supply and fix internal and External Handle, L=15cm, thick =1 cm, width=5cm	2	Pcs			
7	Supply and fix Preprinted Grey Z-Shape Steel sheets (TOT) thick 0.45mm white color, along with latrine dimensions sizes	10	m2	0.45		
8	Supply and fix Steel sheet 2mm, 20 cm length and Hight 200cm and painted by epoxy grey color	1	Pcs			
9	Supply and fix G. Self-screw 1"x1/4"	95	Pcs			
B	Latrine concrete Base					
1	Supply and cast reinforced concrete base 140 cm x 140 cm x 10 cm, concrete strength to be 15 MPa (cost include materials, mesh steel 6mm every 20 cm, and labor)	0.20	m3			
2	Supply and install Arabic Toilet seat with all accessories needed as S-Trap Elbow	1	Pcs			
3	Supply and install 4-inch pipe from latrines seat to the pit as per drawing + installation and adjusting as needed on ground	2	Lm			
C	Latrine pit cover					
1	Excavation in any type of soil (muddy or rocky) for the latrine pit (cost include removal of soil) (excavation 165x135x140cm)	1	LS			

2	Supply and cast reinforced concrete cover for latrine pit (180*140*10cm. concrete strength to be 30 MPa Cost include labor, wood frame, steel Iron mesh twined bars 12 mm, one bar every 25cm	0.25	m3			
3	Supply and install horizontal heavy Rectangular 1000 L Plastic tank, 3-layer, Grey color (L:140cm, W=110cm, H=115cm)	1	Pcs			
4	Supply and install 5-inch pipe with cover for desludging (minimum 10 cm above the top concrete cover) (see annex 2)	1	Pcs			
5	Backfill around the tank with gravels of size 3 - 5 cm. Thickness of 15 cm from bottom and around the tank.	1.8	m3			
D	Accessories					
1	Supply and cast reinforced concrete Ramp 1x1x0.1m (slope10%) (cost include materials and mesh steel 6mm every 25 cm) (optional based on the need)	0.1	m3			
2	Supply and add gravel for the path from tent to the latrine entrance, path length is up to 5 m, path width is 1 m, 10 cm thickness (adjusting as needed on the ground), size of gravel is 3-5 cm (optional based on the need)	1	LS			
3	Supply and install Elder Men metal round Handle inside the latrine (in the right and left sides of the latrine, length 20 cm, diameter 25 mm, depth 10 cm) see attached image - elder round metal latrine handle pic.	2	Pcs			
4	Supply and install Hook handle for cleaning kit, Hook width - 80mm -Base height - 115mm -Base width - 6mm -Painted with epoxy (see annex 3)	1	Pcs			
5	Supply and install Solar lamp with switcher (ex: see attached annex 6)	1	Pcs			
6	Supply and install Supply and install Aluminum metal plate which includes printing latrine code shared by technical team, with Oxfam and donor logos for visibility, (see attached Annex 7)	1	Pcs			
					Total	\$
					VAT 11% (if applicable)	\$
					Total After Tax	\$

Construction of Special Need latrine with pit hole BoQ							
	Item Description	Qty	Unit	Thick mm	Unit weight kg	Unit price \$	Total Price
A	Latrine Super Structure (dimension 200 x 150 x 210 cm)						
1	Supply and install steel hollow square section 50x25mm painted with two layers of epoxy grey color	9.2	m	3			
2	Supply and install steel hollow square section 25x25mm painted two layers of epoxy grey color	35	m	2			
3	Supply and install steel Mesh thick ,3mm, opening 3x3 mm, L = 200 & W= 10 cm	2	Ls				
4	Supply and install steel hinge D16mm	2	Pcs				
5	Supply and install Heavy Metal internal and external bolt lock as per attached drawing in details	2	Pcs				
6	Supply and install Internal and External Handle, L=90 cm, thick =1 cm, width=15cm	2	Pcs				
7	Supply and install Preprinted Z-Shape zinc sheets (TOT) thick 0.45mm white color, along with latrine dimensions sizes	16	m2	0.45			
8	Supply and install Steel sheet painted with epoxy of grey color	1.6	m2	2			
9	Supply and install G. Self-screw 1"x1/4"	105	Pcs				
B	Latrine Concrete Base						
1	Supply and cast reinforced concrete base 220 cm x 170 cm x 10 cm (cost include: materials, 8mm steel mesh at 25 cm in both directions, and labor). Install nylon sheet before casting the concrete. The concrete strength to be 15 MPa.	0.4	m3				
2	Supply and install western Toilet seat (siphonic washdown one-piece model) of size: L=68cm, H=72cm, W=40cm. including all accessories	1	Pcs				
3	Supply and install 4-inch pipe + connection from the western seat to the holding tank (adjustment as needed on site)	2	Lm				

4	Supply and install hollow steel bar round shape: diameter = 1 inch, width = 50 cm, Height=70cm connected to latrine base and fixed by 10x10cm plate and screws.one handle on each side of the seat. (see annex 1). Painted with two layers of epoxy of grey color.	3.8	Lm	2			
C	Latrine pit						
1	Excavation and soil removal (pit dimension: 165x135x140cm)	1	LS				
2	Supply and install horizontal underground Plastic tank of 1000 L, 3-layer, Grey color.	1	Pcs				
3	Supply and cast a reinforced concrete cover for the pit of dim: 165x135x10 cm. steel mesh 8mm reinforced bars at 25 cm in both directions. The concrete strength to be 30 MPa.	0.22	m3				
4	supply and fix in the concrete cover 5-inch pipe ((minimum 10 cm above the top concrete cover) with plastic cover for desludging (see annex 1)	1	Pcs				
5	Backfill around the tank with gravels of size 3 - 5 cm. Thickness of 15 cm from bottom and around the tank.	1.8	m3				
D	Steel Stand, water tank, and wash basin						
1	supply and install steel stand of dimension L=120cm, W=120cm, H=160cm. (painted with two layers of epoxy of grey color)						
1.1	Supply and install square hollow steel of section 5x2.5 cm (painted with two layers of epoxy of grey color)	6.8	m	2			
1.2	Supply and install square hollow steel of section 2x2 cm for horizontal and diagonal parts of the steel stand (painted with two layers of epoxy of grey color)	19.5	m	2			
1.3	Supply and install steel sheet of dimension 1m x 1m with two layers of epoxy paint	1	m2	2			
2	Supply and cast reinforced concrete base of dim: 110x110x10 cm reinforced with 8 mm bars at 25 cm	0.12	m3				

	in both directions. Concrete strength to be 30 MPa.						
3	Supply and install steel ropes to fix the water tank	3	m	4			
4	Supply and install 500 L vertical water tank of two layers (optional based on the need)	1	pcs				
5	Supply and install 1/2-inch water valve (Italy brand)	1	pcs				
6	supply and install 1/2-inch HDPE pipe (including the Connection from the tank to the seat, wash basin, and to the water sprayer)	4	Lm				
7	Supply and weld steel stand (hollow steel bar 20mm*20mm) 2mm thickness, paint the steel structure by using primary substance (zarakoun) then epoxy to prevent corrosion, minimum one layer (see annex 7)	6	Lm	2			
8	Supply and install stainless steel wash basin (L = 50cm, W = 40cm) with all fittings.	1	pcs				
9	Supply and install long galvanized tap (Italy brand).	1	pcs				
10	Supply and screed reinforced concrete base of dim 60x50x10 cm with 8mm steel bars at 25cm in both direction.	1	LS				
11	Excavate a soak pit of dim: L=100, W=100, H=70cm then backfill it with gravel of size 7- 10cm.	1	LS				
12	Supply and install PVC 3" pipe connected from the wash basin to the soak pit.	2	Lm				
E	Accessories						
1	Supply and cast reinforced concrete ramp for handicap persons. 1m horizontal and 1.5 m inclined with slope 6.6% and width 1.2 m, in addition to an edge on the sides (w=10cm, h=3cm)(see Annex 2)	0.25	m3				
2	Supply and install steel handrail on the right and left side of the ramp to help in entering the latrine. Length =2.5 m, H=0.85 and round shape of D=1inch, fixed with steel plates and bolts (see annex 2), all steel shall be painted with epoxy of grey color	12	Lm	2			

3	Supply and install Hook handle for cleaning kit, (see attached picture in Annex 3)	1	Pcs				
4	Supply and install Solar lamp with switcher (see attached Annex 10)	1	Pcs				
5	Supply and install plastic bidet sprayer (including all fittings) of ABS material containing the shower, wall support, and flexible PVC hose of length = 120cm.	1	Pcs				
6	Supply and install stainless floor drain (5" by 2") inside the latrine	1	Pcs				
7	Supply and install 2" PVC pipe to be connected from the floor drain to the soak pit	2	Lm				
8	Supply and install Supply and install Aluminum metal plate which includes printing latrine code shared by technical team, with Oxfam and donor logos for visibility, (see attached Annex 9)	1	LS	2			
						Total	\$
						VAT 11% (if applicable)	\$
						Total After Tax	\$

Hand Washing Facility Construction					
	Item Description	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A	Steel stand for the water tank: 1.2*1.2*1.35m height				
1	Supply and weld hollow steel bar 50 mmX25mm thickness 2mm, paint the steel structure by using primary substance (zarakoun) then epoxy to prevent corrosion, minimum one layer	LM	17.6		
2	Supply and weld hollow section steel 25mm X25mm, thickness 2mm, by using primary substance (zarakoun) then epoxy to prevent corrosion, minimum one layer	LM	12		
3	Supply and weld steel Sheet black 1.2 m x 1.2m (thickness 2mm 2mm), by using primary substance (zarakoun) then epoxy to prevent corrosion, minimum one layer	m2	1.44		
4	Assembling and welding of entire steel structure	LS	1		

5	Supply and cast reinforced concrete base (1.5*1.5m * 0.2m) with steel mesh 10mm, steel mesh, 1 bar every 25 cm	m3	0.225		
6	Install the existing household 1000L water tank on the steel stand and fix it with ropes from both sides	LS	1		
7	Supply and install Aluminum metal plate which includes printing latrine code shared by technical team, with Oxfam and donor logos for visibility, see attached Annex 8)	LS	1		
		TOTAL Steel stand			\$
B	Hand washing facility				
1	Supply and weld steel stand (hollow steel bar 20mm*20mm) 2mm thickness, paint the steel structure by using primary substance (zarakoun) then epoxy to prevent corrosion, minimum one layer (Annex -9)	Lm	6		
2	Supply and fix sink (Sink should be fixed with the steel stand by bolt)	unit	1		
3	Supply and install sink flexible drainage pipe 2’’, and 3’ PVC pipe should be installed and connected in the system 10 cm above the concrete as per drawing.	unit	1		
4	Supply and install long galvanized water tap with all accessories needed	unit	1		
5	Supply and install a 2" PVC pipe 5-meter length along from the hand washing facility towards the soak pit (the work include excavation with a slope 1%+ Gravels - 10cm below and 10 cm above the pipe	LS	1		
6	Supply and cast reinforced concrete base (0.6*0.6m * 0.1m) with steel mesh 10mm, steel mesh, 1 bar every 25 cm	m3	0.036		
7	Supply and install water HDPE Pipe 0.5’’ (10m) from water tank to hand washing facility & another pipe from water tank to the tent with all Accessories + Valve	LS	1		
		TOTAL Hand washing facility			\$
C	Grey Water System-Soak Pit with Rocks				
#	Description	Unit	Qty	Unit price	Total Price
1	Excavate in any type of soil a soak pit with dimensions 100×100×150cm (see attached drawing-Annex 9)	m³	1.5		
2	Backfill the soak pit at the bottom and at the top gravels of diameter 3 to 5 cm. see attached drawing.	m³	0.3		
3	Backfill the soak pit with rocks of 5 to 15 cm of diameter to allow the infiltration of grey water into the soil. See attached drawing.	m³	1.2		
		TOTAL Grey Water System-Soak Pit with Rocks			\$

		Total of Steel stand, Hand washing facility and Grey Water System-Soak Pit with Rocks	\$
		VAT 11% (if applicable)	\$
		Total After Tax	\$

B0Q for Decommissioning of latrine pits					
#	Item Description (All items include Reinstatement of the site as it was before construction (Site improvement))	Unit per item	Quantity	Unit price \$	Total Price \$
1	Dislodge and Disinfect the old latrine pit using suitable detergent (Chlorine grains or bleach).	m3			
2	Decommission the old pit by taking out the old holding tank (if exist) and removing it outside the site. The pit shall be backfilled properly.	LS			
3	Dismantle the latrine steel structure safely. Move it out the site (Contractor will take the metal; price substitution should be considered here by contractor)	LS			
4	Dismantle the latrine concrete base. The concrete shall be removed outside the site to agreed safe location.	LS			
				Total	\$ -
				VAT 11% (if applicable)	\$ -
				Total After Tax	\$ -

Appendix F: CONTRACT TEMPLATE

PRIVATE & CONFIDENTIAL



CONSULANCY/FREELANCER AGREEMENT

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

Oxfam Contract Manager

Name:
Address:
Email address:
Telephone number:

The Service Provider

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

You are:

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

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

This Agreement is between you and **Oxfam**, *[INSERT FULL NAME OF OXFAM ORGANISATION, INCLUDING COMPANY REGISTRATION NUMBER, CHARITY NUMBER]*

AND REGISTERED OFFICE]. All references to Oxfam include its group companies and, where specified in Schedule 1, other Oxfam entities who are members of Oxfam International.

- **SERVICES**

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

- **FEES**

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

- **CONFIDENTIAL INFORMATION**

- You shall not use or disclose to any person during or at any time after your engagement by Oxfam any information relating to Oxfam's business and operations or any other matters which may come to your knowledge whilst providing the Services, and which may reasonably be regarded as confidential (**Confidential Information**). You further undertake to use all Confidential Information disclosed under this Agreement exclusively for the purposes of providing the Services.
- The restriction in clause 10 does not apply to
 - any information which was already in your possession before it was disclosed to you under this Agreement or was already in the public domain; or
 - any disclosure required by law.

- **ETHICAL DECLARATION**

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

- **INTELLECTUAL PROPERTY**

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

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

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

- **DISCRIMINATION AND DIGNITY AT WORK**
 - You shall treat all employees, agents and contractors of Oxfam with respect irrespective of their age, sex, marital status, sexuality, religion, religious belief, color, race, ethnic or national origin or any disability which they may have and you must not bully, harass or otherwise unlawfully discriminate against any person whilst providing the Services.
- **MEDIA AND USE OF OXFAM'S NAME**
 - You may not use Oxfam's name and/or logo for any purpose beyond the performance of your obligations under this Agreement unless you have first obtained consent in writing from Oxfam. This includes any news release, public announcement or proactive media work.
- **INSURANCE AND LIABILITY**
 - You shall indemnify Oxfam for any loss, liability or costs (including reasonable legal costs) incurred by Oxfam in connection with any breach of this Agreement or any negligence by you. This includes loss or damage to any Oxfam property provided to you for the purpose of providing the Services.
 - You will maintain in force during the period of this Agreement adequate insurance cover for the type of work that you are undertaking for Oxfam, with reputable insurers acceptable to Oxfam
 - In all cases, you are responsible for your own medical arrangements and travel and medical insurance, if applicable.
 - Where appropriate, you will provide evidence of all travel and medical insurance to the HR department at Oxfam at the time of signature of this agreement.
- **HEALTH AND SAFETY**
 - You will take care of your own health and safety and others with whom you come into contact at Oxfam. In particular:
 - you will comply with all statutory obligations relating to health and safety at work for you, Oxfam staff and others with whom you come into contact while engaged in the performance of your obligations under this Agreement; and
 - you will comply with Oxfam's Health & Safety Policy Statement, which Oxfam will supply to you.
 - You must cooperate with Oxfam to enable Oxfam to fulfil legal obligations regarding health and safety and you shall report to Oxfam any unsafe working conditions or practices.
- **TERMINATION**
 - Oxfam shall be entitled to terminate this Agreement at any time by giving you not less than one (1) month's written notice.
 - Either party may terminate this Agreement with immediate effect where:
 - the other is in material breach of any of its obligations under this Agreement and the breach is not capable of remedy or where the breach is capable of remedy, it

fails to remedy the breach within 30 days of being required in writing to do so; or

- either party goes into liquidation, is declared bankrupt or has a bankruptcy order made against them, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over some or all of its assets, or any similar procedure in any jurisdiction provided it is admitted under the applicable laws.
- Oxfam shall be entitled to terminate this Agreement immediately if in its reasonable opinion you commit any fraud or malicious act or do anything which, in the opinion of Oxfam, is likely to bring Oxfam into disrepute.
- On termination of this Agreement, you undertake to immediately return any Oxfam property in your possession or control. You also (unless otherwise specified by Oxfam) undertake to irretrievably delete any information relating to this Agreement stored on any magnetic or optical disk or memory which is in your possession or under your control outside the premises of Oxfam.
- **STATUS**
 - You shall be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of Oxfam.
 - This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly you are fully responsible for and shall indemnify Oxfam against any liability, assessment or claim for:
 - any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received in respect of the Services (where recovery is not prohibited by law); and
 - any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by your representatives or sub-contractors against Oxfam arising out of or in connection with the provision of the Services.
- **DISPUTE RESOLUTION**
 - If any dispute arises in connection with this Agreement, the parties will arrange a meeting and seek to resolve that dispute. If after two (2) weeks the parties have not reached a solution or the dispute is otherwise ongoing, the parties shall attempt to settle the dispute by mediation before litigation is threatened or commenced. The mediator will be jointly agreed by the parties and the parties shall share the cost of the mediator.
- **ASSIGNMENT AND SUBCONTRACTING**
 - You shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Agreement without the prior written consent of Oxfam.
 - Oxfam may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract any or all of its obligations under the Agreement to a third party.

- **GENERAL PROVISIONS**
- No variation to this Agreement shall be valid unless it is in writing and signed by both parties.
- The Schedules form part of this Agreement.
- Prior to the entry into this Agreement, you have read and, where appropriate, complete and submit the following documents:
 - Description of Services (Schedule 1);
 - Ethical & Environmental Policy (Schedule 2);
 - Health and Safety policy statement; and
 - Oxfam Code of Conduct (non-staff).
- These conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding in relation to its subject matter. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing by any means which leaves certifiable evidence of its reception date by the other party, and addressed to the other party at the address set out in this Agreement or such other address as may be notified by that party to the other in writing.
- No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach.
- If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- No third party shall have any rights under this Agreement, other than as expressly permitted under the applicable laws.
- This Agreement shall be governed by and in accordance with [the laws of ***[INSERT JURISDICTION]***, and shall be subject to the non-exclusive jurisdiction of the ***[INSERT COUNTRY]*** courts].

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

Yours sincerely,

.....

Print name:

For and on behalf of OXFAM

The contents of this letter are agreed.

Signed

SERVICE PROVIDER AUTHORISED SIGNATORY

Print name.....

Company registered office address (if applicable):

.....
.....

Date