



# TENDER DOSSIER

**Hygiene Kit – Port Sudan**

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# INSTRUCTIONS TO TENDERERS

## 1 PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for Supply and Delivery of 1000 Hygiene Kits in Port Sudan  
 A detailed description of the assignment and services required by Oxfam is contained in the technical specifications (see APPENDIX A – Technical specifications).

## 2 INVITATION TO TENDER TIMETABLE

	DATE	TIME (City)
Deadline for request for any clarifications from Oxfam	6 August 2020 ( Thursday) Date 21 days before deadline for tenders	16:00 PM
Last date on which clarifications are issued by Oxfam	16 August 2020 (Saturday) Date 11 days before deadline for tenders	16:00 PM
Deadline for submission of tenders (receiving date, not sending date)	27 <sup>th</sup> August 2020 (Thursday) 30 days	16:00 PM
Opening of the tender bid	1 September 2020 (Tuesday) 5 days after the deadline	9:00 AM
Deadline for the submission of samples as requested and hard copies( <b>if shortlisted</b> )	Within 7 days after opening the tender bid	16:00 PM
Notification of award to the successful tenderer	11 September 2020 (Friday) 10 days after Opening of the tender	-
Contract start _ Signature	17 September 2020 (Tuesday)	10:00 AM
Delivered to project location in Port Sudan	Within two weeks after signing the contracts	

### 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 **(if shortlisted)**:

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

In addition Suppliers should provide:

- 1 soft copy of all the requested documentation (on USB flash drive or DVD).
- The suppliers who will pass the essential criteria with minimum score(30/60 will be asked to provide 1 Sample of Hygiene KIT with EU, Italian Agency for Development Cooperation, Abuhadia and Oxfam's logo stencilled externally to the box (see the example reported in Annex A) within 7 days.
- Outer envelope to be marked as follows:

**Oxfam - TD [TD 20/ 001 / KRT-SU]  
Do not open before [1<sup>st</sup> September 2020]**

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

Language: All documents shall be submitted in [English]

The supplier application and tender proposal shall be submitted together before the deadline for reception of applications on the [27<sup>th</sup> August 2020] at [16:00 PM – Khartoum] to: [[sudan-oit.procurement@oxfam.it](mailto:sudan-oit.procurement@oxfam.it)]

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.

#### 1.1 Supplier Application

The application must be submitted via email with reference subject:

**"Supplier Application "Supplier name" response to Oxfam tender: [TD 20/ 001 / KRT-SU]"**

Which contains;

- APPENDIX B - Tenderer's Declaration
- APPENDIX D- International Supplier Questionnaire

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

- Proof of Company Registration in Sudan

- Copy of insurance policy
- A copy of the audited financial statements for last two years (balance sheet and income statement)
- A letter of the tender's bank to guarantee the tender's solvency
- Name(s) and CVs of brief summary of professional background of key personnel to be involved in implementation of the Contract
- An organisational (human resources) chart
- Detailed activity schedule (timeline) for the proposed works
- List of some NGOs customers in the last 18 months. Oxfam reserves the rights to contact these references, without notifying the Tender.

## 1.2 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 via e-mail with reference subject:

**“Tender proposal “Supplier name” to Oxfam tender: [TD 20/ 001 / KRT-SU]”**

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

### 3.2.2 Tender validity

Tenders shall remain valid for a period of [90 days] 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 goods 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:

- A technical bid consisting of a detailed description of the services offered
- Methodology of the consultancy
- Summary of working model: team involved in the service
- Language spoken by the team involved in the service
- All technical goods provided by consultant

### 3.2.6 Price proposal

- Clear breakdown of costs related to goods requested, and
- A detailed **price list** for all the services linked to the technical requirement (e.g. packaging, marking and delivery)  
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 [[taha.shariftaha@oxfam.it](mailto:taha.shariftaha@oxfam.it) or [tosama1@oxfam.org.uk](mailto:tosama1@oxfam.org.uk) or [safaa.elfatihelbakri@oxfam.it](mailto:safaa.elfatihelbakri@oxfam.it)] until the [6 August 2020, 16:00 PM].

### 4.2 Alteration or withdrawal of tenders

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

### 4.3 Costs of preparing tenders

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

### 4.4 Late Proposal

Tenders must be received before [27<sup>th</sup> August 2020] at [16:00 PM] [Khartoum] time. Tenders received after the closing date will not be considered, unless in Oxfam sole opinion there are exceptional circumstances which have caused the delay.

### 4.5 Eligibility

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

### 4.6 Compliance

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

### 4.7 Right to reject all tenders

Oxfam is under no obligation to accept any tender.

### 4.8 Power to accept part of a tender

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

### 4.9 Specification

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

### 4.10 Confidentiality

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

### 4.11 Tender Process

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

The contract will be awarded to the administratively and technically compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

Tenders will be evaluated on the criteria listed below:

<b>CRITERIAS</b>	<b>Award criteria</b>	<b>Score up to</b>	<b>Max. Score</b>	<b>% of overall</b>
<b>Capability / competence of tenderer to perform the work/service required</b>	Experience in the field concerned (geographical and/or in the sector)	4	<b>18</b>	<b>30%</b>
	Experience with other international NGOs of a similar Oxfam volume.	3		
	Previous experience with Oxfam.	2		
	Qualifications, skills, languages or experience of key personnel engaged in the project, including sub-contractors	5		
	Staff resources available	2		
	Operational capacity represented by this work/services (% of the turnover)	1		
	No. of office sites to geographical coverage (minimises risk when moving between project sites)	1		
<b>Quality / Understanding of requirements</b>	Meeting technical specifications (quality, methodology, etc..) OR Level of understanding of work/service required	12	<b>27</b>	<b>45%</b>
	Ability to meet delivery dates OR Reliability of plan proposed	8		
	Added value of items offered	2		
	Quality and reliability of customer service or additional services	2		
	Level of understanding of tender documents	3		
<b>Prices for goods</b>	Clarity of the cost breakdown	4	<b>15</b>	<b>25%</b>
	Price proposal of Goods in accordance with the request (best value for money)	11		
<b>TOTAL MAXIMUM GENERAL SCORING</b>			<b>60</b>	<b>100%</b>

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 letter within the 10 days following the award.

Within 6 (six) 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 6 (six) working days, Oxfam can consider (after notification) the award as null and void.

#### **4.13 Ownership of tenders**

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

Oxfam guarantees that tender offers shall remain confidential.

#### **4.14 Type of contract**

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

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

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

#### **4.15 Cancellation of the tender procedure**

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

Cancellation may occur where:

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

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

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



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# APPENDIXES

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Appendix A : Technical Specifications

Appendix B: Tenderer's declaration

Appendix C: Oxfam Ethical and Environmental Policy

Appendix D: Supplier Questionnaire

Appendix E: Price proposal

Appendix F: Oxfam Contract Template

# Appendix A: TECHNICAL SPECIFICATIONS

The subject of the contract is supply and delivery of **1000** Hygiene kit. Each kit must comprise:

Item	Description	Quantity
Antiseptic soap (Dettol) - 250gm	For hand washing, bathing	24 bars
Laundry Soap (200gm)	For washing clothes	12 bars
Toothbrush adult	Standard quality	3 large pcs
Tooth brush child	Standard quality	4 small pcs
Toothpaste (125gm)	Standard quality	2 tubes
Towel (40 x 70 cm)	Standard cotton towels	2 pcs
Plastic Jerry Can (10-20 liters)	For water storage or transportation	2pcs
Soft Cotton Cloth (2 m2 piece)	Dark color cotton cloth for menstrual hygiene	2 pcs

## Packing and marking information

- . Each kit must be packed
- . EU, Italian Agency for Development Cooperation, Abuhadia and Oxfam's logo stencilled externally to each kit (see the example reported below)
- . A serial number must be clearly displayed externally on each kit



## Delivery of kits

The contractor shall make available the kits in Red Sea State, Port Sudan locality; The responsible OIT officers will confirm the exact location at least three (3) working days before the beginning.

Kits will be delivered at Port Sudan within two weeks after signing the contract.

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## **Appendix B: TENDERER'S DECLARATION**

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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.

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

# Appendix C: ETHICAL AND ENVIRONMENTAL POLICY

## Section 1: Policy Statement

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

Qualifications to the policy

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

## Section 2: Policy Details

### 2.1 Labour and Environmental Standards

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

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

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

### Labour Standards

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

#### Employment is freely chosen:

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

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

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

#### Working conditions are safe and hygienic:

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

#### Child Labour shall not be used:

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

- These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

#### Living wages are paid:

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

#### Working hours are not excessive:

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

#### No discrimination is practised:

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

#### Regular employment is provided:

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

#### No harsh or inhumane treatment is allowed:

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

#### Environmental Standards

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

#### Climate change:

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

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

#### Waste:

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

#### Materials:

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

**Packaging:**

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

**Wood and forest products:**

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

**Energy:**

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

**Transport and travel:**

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

**Conservation of biodiversity:**

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

**Water:**

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

**Annex I countries, United Nations Framework Convention on Climate Change**

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

**2.2 Oxfam Procurement Integrity Principles**

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

**Procurement Integrity Principles for Oxfam Suppliers**

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

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

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

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

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

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

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

Suppliers must declare any formal party political involvement or activity.

**Procurement Integrity Principles for Oxfam Staff**

To ensure we procure with Integrity, Oxfam staff will:

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

# Appendix D: SUPPLIER QUESTIONNAIRE

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

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

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

<b>3) Management Systems and Policies</b>		
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	

<b>4) Ethical (Labour) Standards</b>	
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.

<b>5) Environmental Standards</b>			
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	<table border="1"> <tr> <td>Yes</td> </tr> <tr> <td>No</td> </tr> </table>	Yes	No
Yes			
No			

<b>6) Experience &amp; Subcontracting</b>			
Please provide details of 3 customers/clients for whom you have completed contracts for in the last 3 years, willing to provide a reference. If available, attach reference letters.			
	Reference 1	Reference 2	Reference 3
Customer/Organisation			
Contact name			
Telephone No			
Date awarded contract			
Contract scope and details			
Please detail what experience you have with dealing with International Non Governmental Organisations (INGO): If yes, please provide details about the scope of contract and the INGO name.			
If you supply services to OXFAM, do you subcontract/outsourcing services? If yes, please share name and contact details of the sub-contractors and the type of service provided.			

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

**7) Pay & Hours**

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

**8) Worker Management Communications**

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

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

<b>Name :</b>	<b>Position :</b>
<b>Date :</b>	<b>Signature :</b>

**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.

<b>Name :</b>	<b>Position :</b>
<b>Date :</b>	<b>Risks :</b>



# Appendix E: PRICE PROPOSAL

N°	Concept	Comments & Details	Quantity	Unit Price In [SDG]	TotalPrice In [SDG]
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16	Packaging				
17	Marketing				
18	Delivery				
19					
20					
<b>Sub TOTAL without VAT in [currency]</b>					
<b>Sub TOTAL of VAT in [currency]</b>					
<b>TOTAL AMOUNT (all taxes included) in [currency]</b>					

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# Appendix F: CONTRACT TEMPLATE

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## AGREEMENT FOR GOODS AND SERVICES

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

Oxfam Contract Manager

Name: .....  
Address: .....  
Email address: .....  
Telephone number: .....

The Supplier

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

You are:

An individual  
A limited company (reg. number .....)  
    A partnership  
    An association  
    Other (please specify) .....

The Supplier is referred to as “You” throughout this Agreement which includes your representatives and authorised sub contractors. Where this agreement 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.

### 1. **INTERPRETATION**

In this Agreement:

- 1.1 ‘AGREEMENT’ means this agreement for the supply of goods and/or services.
- 1.2 ‘DELIVERY ADDRESS’ means the address stated on the Order.
- 1.3 ‘ETHICAL AND ENVIRONMENTAL POLICY’ means Oxfam’s Ethical and Environmental Policy set out in Schedule 2.
- 1.4 ‘GOODS’ means tangible products or materials (including any instalment of the goods or any part of them) described in the Order.
- 1.5 ‘INCOTERM’ means International Commercial Terms, the trade terms published by the International Chamber of Commerce (ICC).
- 1.6 ‘ORDER’ means the purchase order issued by Oxfam to the Supplier.
- 1.7 ‘PRICE’ means the price of the Goods and/or the fee for the Services.

1.8 'SUPPLIER' means the supplier of the Goods and/ or Services as set out in the particulars.

1.9 'SERVICES' means purchases described in the Order that are not Goods.

1.10 'SPECIFICATION' means any plans, designs, patterns, drawings, data, technical requirements or any other information relating to the Goods and/ or services that is agreed between Oxfam and the Supplier.

## 2. BASIS OF PURCHASE

2.1 You agree to provide to Oxfam the Goods and/or Services set out in Schedule 1 on the terms of this Agreement.

## 3. SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and/or Services shall, subject to this Agreement, be as specified in the Order and/or in any applicable Specification supplied by Oxfam to you (or otherwise agreed in writing by Oxfam).

3.2 Any Specification supplied by Oxfam to you, or specifically produced by you for Oxfam, in connection with this Agreement, together with the copyright, design rights and all other intellectual property rights in the Specification, shall be the exclusive property of Oxfam. You shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of your own, or as required for the purpose of this Agreement.

3.3 Any changes to the Specification shall be agreed in writing by the parties.

3.4 You shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing, transport and delivery of the Goods and the performance of the Services.

3.5 The Goods shall be marked in accordance with Oxfam's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

## 4. PROVISION OF GOODS AND/ OR SERVICES

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

4.2 In providing the Services, you, and, if applicable, any individuals providing the Services for you, will:

- (a) co-operate with us in all matters relating to the Services and comply with our reasonable instructions;
- (b) be appropriately qualified to provide the Services;
- (c) provide the Services and use any materials with due care, skill and in accordance with Schedule 1 and Oxfam's written requirements, if any;

- (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (e) 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;
- (f) You are responsible for ensuring that you have the necessary work permits and visas to undertake the Services; and
- (g) You are responsible for making all travel arrangements, including securing accommodation, necessary to carry out the Services.

## 5. DELIVERY

5.1 The Goods shall be delivered to the Delivery Address on the date stated in the order.

5.2 The Services shall be performed on the date or within the period stated in schedule 1, during Oxfam's usual business hours.

5.3 You shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery (if specified in the Order), the outstanding balance remaining to be delivered.

5.4 The time of delivery of the Goods and of performance of the Services is of the essence of this Agreement/ the Order.

5.5 If the Goods and/or Services are not delivered on the due date then without prejudice to any other rights which it may have, Oxfam reserves the right to:

- (a) cancel this Agreement in whole or in part;
- (b) refuse to accept any subsequent delivery of the Goods and/or Services which you attempt to make;
- (c) recover from you any expenditure reasonably incurred by Oxfam in obtaining goods or services in substitution from any other seller; and
- (d) claim damages as a result of the your failure to deliver the Goods or perform the Services on the due date.

5.6 Where Oxfam agrees in writing to accept delivery of the Goods or performance of the Services by instalments, this Agreement will be construed as a single agreement and not several and failure by you to deliver any one instalment shall entitle Oxfam at its option to treat the entire Agreement as cancelled.

5.7 You must provide at your own expense packaging which is required for the delivery of the Goods. Oxfam shall not be obliged to return to you any packaging or packing materials for the Goods, whether or not any Goods are accepted by Oxfam.

5.8 Oxfam may require you to take back packaging materials delivered.

5.9 You must render Oxfam, at the latter's request, every assistance in obtaining any permits, licenses, approvals which Oxfam may require for the export and/or import of the Goods and, where necessary, for their transit through any country.

5.10 If the Goods are delivered to Oxfam in excess of the quantities ordered Oxfam shall not be bound to pay for the excess and any excess shall be and shall remain at your risk and shall be returnable at your expense.

5.11 Oxfam shall be entitled to reject any Goods delivered which are not in accordance with this Agreement, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

## 6. INSPECTION

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

## 7. COMPLIANCE

### ETHICAL AND ENVIRONMENTAL POLICY

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

### [OTHER POLICIES AND PROCEDURES

7.2 You agree to comply with all policies and procedure as set out in Schedule 3.]

## 8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the Goods shall remain with you and pass to Oxfam only upon full and proper delivery to Oxfam in accordance with Clause 5.

8.2 Unless any Incoterm specified in the Order states otherwise, the ownership of the Goods shall pass to Oxfam upon full and proper delivery in accordance with Clause 5.

8.3 Any materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software made available by Oxfam to you for the performance of his obligations shall remain the property of Oxfam. You shall keep such materials separate from your own property and the property of third parties. You shall mark such materials as the property of Oxfam.

8.4 You are obliged to return the materials referred to in paragraph (8.3) of this article to Oxfam before or at the time of the last delivery (or part delivery) of the Goods.

8.5 You may not use Oxfam's name for any purpose beyond the performance of your obligations to Oxfam, unless you have first obtained Oxfam's consent in writing for such use.

## 9. CONFIDENTIALITY

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

Information disclosed under this Agreement exclusively for the purposes of providing the Services.

9.2 The restriction in clause 9.1 does not apply to

(a) 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

(b) any disclosure required by law.

## 10. INTELLECTUAL PROPERTY

10.1 In relation to the Services, 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.

10.2 If you make use of the services of any third party, you will procure an assignment of intellectual property rights and waiver of moral rights from such third party in respect of all materials produced under this Agreement at no cost to Oxfam, unless you agree otherwise with Oxfam.

10.3 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.

10.4 You irrevocably waive in favour of Oxfam all moral rights or similar rights in any jurisdiction which you have or will have in any materials produced under this Agreement.

10.5 Neither you nor Oxfam shall acquire any right, title or interest in the other's pre-existing intellectual property rights.

## 11. AUDIT AND COMPLIANCE

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

11.2 Where required by donors for audit purposes, Oxfam and its customers (including other Oxfam affiliates) may allow the donor or its agents to access information provided by you, including quotation and/or tender information.

11.3 You shall grant Oxfam reasonable access to your records and premises in order to monitor your compliance with the terms of this Agreement.

## 12. INSURANCE AND LIABILITY

12.1 You shall have in force and maintain in force public liability, product liability, and employer's liability insurances which insurances shall indemnify Oxfam in the event of any claim or proceedings. Such insurance cover shall be for liability or loss under this Agreement or the minimum cover (if any) mentioned in the Order whichever is the greater.

12.2 You shall provide a copy of this policy on request from Oxfam.

12.3 Nothing in this Agreement shall operate to exclude or limit either party's liability:

- (a) for death or personal injury caused by negligence; or
- (b) for fraud.

12.4 Oxfam's total liability in contract, tort (including without limitation negligence) or otherwise in connection with or arising out of this Agreement shall be limited to the Price.

### 13. WARRANTIES AND INDEMNITIES

13.1 You warrant to Oxfam that:

- (a) the Goods will be of satisfactory quality and fit for any purpose held out by you or made known to you at the time the Order is placed;
- (b) the Goods will be free from defects in design, materials and workmanship;
- (c) the Goods will correspond with any relevant Specification or sample;
- (d) the Goods will comply with all statutory requirements and regulations relating to the sale of Goods; and
- (e) the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Oxfam to expect in all the circumstances.

13.2 Oxfam's approval of designs furnished by you shall not relieve you of your obligations and liabilities under this Agreement.

13.3 Without prejudice to any other remedy, if any Goods and/ or Services are not supplied or performed in accordance with this Agreement, then Oxfam shall be entitled:

- (a) Reject the Goods;
- (b) to require you to repair the Goods or to supply replacement Goods and/ or Services at your risk and expense in accordance with this Agreement as soon as possible, within mutually agreed period; or
- (c) At Oxfam's sole option and whether or not Oxfam has previously required you to repair the Goods or to supply any replacement Goods or Services, to treat this Agreement as discharged by your breach and require the repayment of any part of the Price which has been paid.

13.4 If you refuse or fail promptly to correct or replace such Goods when requested by Oxfam, Oxfam may itself, or through any agent or subcontractor, or otherwise, correct or replace such Goods and you agree to reimburse Oxfam for the costs incurred thereby. Goods corrected or replaced shall be subject to the terms of this Agreement in the same manner as those originally delivered hereunder.

13.5 In the case of breach or non-performance by you, you shall be in default without any notice of default being required.

13.6 You shall indemnify Oxfam in full against all liability, loss, damages, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Oxfam as a result of or in connection with:

- (a) your breach or negligent performance or failure in performance of this Agreement;

- (b) your breach of any warranty given by yourself in relation to the Goods or the Services;
- (c) defective workmanship, quality or materials;
- (d) any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises directly from compliance with any Specification supplied by Oxfam;
- (e) any act or omission of you or your employees, agents or sub-sellers in supplying, delivery and installing the Goods;
- (f) any act or omission of any of your personnel in connection with the performance of the Services;
- (g) any claim made against Oxfam by a third party arising out of or in connection with the supply of the Goods, for losses or damage arising out of a direct or indirect breach, negligent performance or failure or delay in performance of this Agreement by you, your employees, agents or sub-sellers; and
- (h) any claim made against Oxfam by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods (including, without limitation, manufacturing defects, design defects, and instruction and warning defects).

#### 14. TERMINATION

14.1 Oxfam shall be entitled to terminate this Agreement at any time by giving you not less than one (1) month's written notice.

14.2 Either party may terminate this Agreement with immediate effect where:

- (a) 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
- (b) 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.

14.3 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.

14.4 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.

#### 15. FORCE MAJEURE

15.1 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by any circumstance not reasonably foreseeable at the date of this Agreement



and beyond the reasonable control of the party affected (a “Force Majeure”), then such affected party shall give prompt written notice to the other party specifying the nature, extent, effect and likely duration of the force majeure and provide such evidence as may be available. In these circumstances the party shall not be liable for the performance by the stipulated date from the date of such notice for such period as the delay shall continue or the Agreement is terminated by either party in accordance with clause 15.4, whichever is shorter.

15.2 Notwithstanding the relief granted by this clause the party seeking to rely on it shall nevertheless use its best endeavours in any situation where it has invoked this clause to perform its relevant obligations.

15.3 Neither party shall be entitled to relief under this clause in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations.

15.4 Subject to clause 15.1, if the force majeure event prevails for a continuous period of more than 10 days, either party may terminate this Agreement by giving 5 days' written notice to the other party. On the expiry of this notice period this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

## 16. DISPUTE RESOLUTION

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

## 17. ASSIGNMENT AND SUB-CONTRACTING

17.1 Oxfam may assign, transfer or sub-contract their rights and/or obligations under this Agreement. The Order (and this Agreement) is personal to you and you shall not assign or transfer or sub-contract any of your rights and/or obligations under the Order or this Agreement without the prior written consent of Oxfam.

17.2 If all or any of your obligations under this Agreement are transferred to a third party, you shall ensure that the subcontractor complies by all statutory and legal requirements.

## 18. GENERAL PROVISIONS

18.1 No variation to this Agreement shall be valid unless it is in writing and signed by both parties.

18.2 You shall be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of Oxfam.

18.3 Nothing in this Agreement or the Order shall create any partnership, joint venture, or similar relationship between the parties.

18.4 The Schedules form part of this Agreement.

18.5 This Agreement constitutes 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.

18.6 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.

18.7 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.

18.8 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.

18.9 No third party shall have any rights under this Agreement, other than as expressly permitted under the applicable laws.

18.10 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 .....

SUPPLIER AUTHORISED SIGNATORY

Print name.....

Company registered office address (if applicable):

.....  
.....

Date .....

Schedule 1: Description of Goods and/ or Services

1. Description of the Goods and or Services

1.1 [Add a detailed description of the Services to be carried out by the Supplier. This should include key deliverables / quality requirements / tasks / dates. If there are any service level requirements (e.g. time of response) these should also be specified. REMEMBER to state the location of where the Services are to be carried out]

2. Duration

2.1 The provision of the Services is to commence on [DATE] and end on [DATE], unless this Agreement is terminated early in accordance with the terms of this Agreement, or is extended upon mutual agreement by the Parties.

3. Payment terms

- 3.1 The Price shall be as stated in the Order and, unless expressed otherwise, shall be:
  - (a) exclusive of any applicable value added tax (which shall if applicable be payable by Oxfam subject to receipt of a VAT invoice);
  - (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or other levies; and
  - (c) paid in [insert appropriate currency] .

3.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Oxfam in writing.

3.3 Unless otherwise stated in the Order Oxfam shall pay the Price within 30 days of receipt by Oxfam of a proper invoice or if later, after acceptance of the Goods, Services.

3.4 Oxfam is entitled to defer payment if it discovers a defect in the Goods and, where appropriate, the installation/assembly thereof.

3.5 Oxfam shall be entitled to set off against the Price any sums owed to Oxfam by you.

3.6 [If Oxfam makes a payment for Goods not yet delivered, Oxfam may require you to arrange for an unconditional and irrevocable bank guarantee to be provided, at your expense, by a bank that is acceptable to Oxfam.]

3.7 Payment by Oxfam shall not constitute a waiver of any right.