



TENDER DOSSIER

[PROVISION OF VEHICLE HIRE/RENTAL
SERVICES]

Publication reference:

TD 20/FA-002/GGR-SOM

OXFAM SOMALIA
Puntland- Garowe
Near Rugsan hotel, behind the UN compound
Inside Care Office
Email: SOM-Procurement@oxfam.org

Publication Date: [26/11/2020]

TABLE OF CONTENT

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	4
3.2.1	Currency	4
3.2.2	Tender validity.....	5
3.2.3	Tender Presentation.....	5
3.2.4	Compliance.....	5
4	CONDITIONS OF TENDERING	5
4.1	Questions / Request for clarification.....	5
4.2	Clarification meeting / site visit	5
4.3	Alteration or withdrawal of tenders	5
4.4	Costs of preparing tenders.....	5
4.5	Late Proposal	5
4.6	Eligibility	5
4.7	Compliance.....	5
4.8	Right to reject all tenders.....	5
4.9	Power to accept part of a tender	6
4.10	Specification	6
4.11	Confidentiality.....	6
4.12	Tender Process.....	6
4.13	Notification award and contract signature	6
4.14	Ownership of tenders.....	7
4.15	Type of contract	7
4.16	Cancellation of the tender procedure	7
	APPENDIXES	8
	APPENDIX A: TECHNICAL SPECIFICATIONS	9
	APPENDIX B: TENDERER ´S DECLARATION.....	14
	APPENDIX D: SUPPLIER QUESTIONNAIRE.....	19
	APPENDIX E: VEHICLE/ FLEET LIST	23
	APPENDIX F: REFERENCE	24

1 PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for Provision of Vehicle Hire/Rental Service from **1st January 2021 to 31st March 2022**.

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)
Advertisement of the tender	26/11/2020	
Deadline for request for any clarifications from Oxfam	02/12/2020	4.30 pm
Last date on which clarifications are issued by Oxfam	06/12/2020	4.30 pm
Deadline for submission of tenders (receiving date, not sending date)	09/12/2020	4.00 pm
Supplier Visits	17/12/2020	
Notification of award to the successful tenderer	24/12/2021	4.00 pm

3 INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be.

Tenderers are expected to examine carefully and comply with all instructions, forms, provisions and specifications contained in this tender dossier.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

The participation procedure will be carried out in two successive stages; both are to be submitted together

1. Suppliers application analysis
2. Tender proposal analysis from qualifying applicants.

Outer envelope to be marked as follows:

Oxfam - TD 2021/FA-001/GGR-SOM

Do not open before 10/12/2020

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 **9th December 2020 at 4.00 pm** to:

OXFAM SOMALIA
Puntland- Garowe
Near Rugsan hotel, behind the UN compound
Inside Care Office

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:

TD 20/FA-002/GGR-SOM

Which contains;

- APPENDIX A – Technical Specifications and prices
- APPENDIX B - Tenderer's Declaration
- APPENDIX C - Supplier Code of Conduct
- APPENDIX D - International Supplier Questionnaire
- APPENDIX E- Reference (three reference from Customers)
- Proof of Company Registration in Somalia.
- Proof of financial strength (Bank Statement or A letter of the tenderer's bank to guarantee the tenderer's solvency, A copy of the audited financial statements for last two years).
- Valid Tax Clearance Certificate
- Three satisfactory references of customers for whom the same type of services were provided; Oxfam reserves the right to contact these references, without notifying the Tenderer.
- List of customers in the last 18 months. Ideally INGOs/UN. Please share Purchase Orders and contracts awarded as proof.

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

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:

TD 2021/FA-003/GGR-SOM

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 United states Dollar (USD) including all taxes and all associated costs. This is to allow for a fair comparison of prices, following the award of the contract.

3.2.2 Tender validity

Tenders shall remain valid for a period of 3 (three) 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 locations 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 A– Technical Specification & prices.

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

4 CONDITIONS OF TENDERING

4.1 Questions / Request for clarification

Any requests for clarification may be submitted by email to SOM-Procurement@oxfam.org until the **2nd December 2020**.

4.2 Clarification meeting / site visit

No clarification meeting / site visit planned. However, its suggested that suppliers read all documents carefully and request for clarification if needed.

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 **9th December 2020 at 4.00 pm**. 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 as per Somaliland Laws.

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 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.

- 1. Legal status of company in Somalia (must be registered vehicle/ logistics company in Somalia, registered with chamber of commerce or any region if any.**
- 2. Meeting technical specifications (availability of vehicles owned) and level of understanding of work/service required.**
- 3. Previous experience in provision of same kind of service preferably to INGOs/UN**
- 4. Availability of required resources or ability to arrange (rented vehicles)**
- 5. Price proposal of goods/services in accordance with the request (best value for money)**
- 6. Network of offices in Somalia**
- 7. Satisfactory response from references.**

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

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

4.13 Notification award and contract signature

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

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

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

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

4.14 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. By submitting an offer to this Invitation to Tender, the tenderer accepts Oxfam's contract terms.

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 Specification & Prices

Appendix B: Tender's Declaration

Appendix C: Supplier Code of Conduct

Appendix D: Supplier Questionnaire

Appendix E: Vehicle/ Fleet List

Appendix F: Reference

Appendix A: TECHNICAL SPECIFICATIONS

Notice: lumpsum cost means “including driver cost and food, accommodation, insurance, repairs & maintenance registration, taxes and fuel if not specified”.

B 1- Vehicle (Land cruiser VX (j100) – SUV 5 - 7 Seater Toyota land cruiser 1994 or equivalent or better model) on **monthly/Day Basis - with Fuel.**

S #	Item Description	Unit	QTY	price per Month/Day (lumpsum)
1	Vehicle based in Garowe City	Monthly	1	
2	Vehicle rent within Garowe City	Day	1	
3	Vehicle rent in Garowe to Eyl Dstrict	Day	1	
4	Vehicle rent from Garowe to Dangorayo District	Day	1	
5	Vehicle rent from Garowe to Burtinle District	Day	1	
6	Vehicle rent from Garowe to Mudug Region (Galkayo and Gadogob Districts)	Day	1	
7	Vehicle rent from Garowe to Mudug Region (Jariban District)	Day	1	
8	Vehicle rent from Garowe to Bari region (Qardho Bayla and Bosaso Districts)	Day	1	
9	Vehicle rent from Garowe to Bari Region (Iskushuban, Alula, and Qandala Districts)	Day	1	
10	Vehicle rent from Garowe to Sanaag Region (Badhan, Lasqoray and Dhahar Districts)	Day	1	
11	Vehicle rent from Garowe to Sool Region (Bocame and Talex)	Day	1	

B 2- Vehicle (Toyota Land cruiser V8/j120 model- SUV-5-7 seat, Toyota or equivalent) on **monthly/Day Basis -with Fuel**

S #	Item Description	Unit	QTY	price per Month/Day (lumpsum)
1	Vehicle based in Garowe City	Monthly	1	
2	Vehicle rent within Garowe City	Day	1	
3	Vehicle rent in Garowe to Eyl Dstrict	Day	1	

4	Vehicle rent from Garowe to Dangorayo District	Day	1	
5	Vehicle rent from Garowe to Burtinle District	Day	1	
6	Vehicle rent from Garowe to Mudug Region (Galkayo and Gadogob Districts)	Day	1	
7	Vehicle rent from Garowe to Mudug Region (Jariban District)	Day	1	
8	Vehicle rent from Garowe to Bari region (Qardho Bayla and Bosaso Districts)	Day	1	
9	Vehicle rent from Garowe to Bari Region (Iskushuban, Alula, and Qandala Districts)	Day	1	
10	Vehicle rent from Garowe to Sanaag Region (Badhan, Lasqoray and Dhahar Districts)	Day	1	
11	Vehicle rent from Garowe to Sool Region (Bocame and Talex)	Day	1	

B 3- Vehicle (Land cruiser VX (j100) – SUV 5- 7Seater Toyota land cruiser 1994 or equivalent or better model) on **day rate -with Fuel**.

S #	Item Description	Unit	QTY	price per Day (lumpsum)
1	Garowe to Las-anod & Vice versa	Trip	1	
2	Garowe to Burao & Vice versa	Trip	1	

B 4- Vehicle (Minivan shuttle) on Pick-up & Drop within **Garowe - with Fuel on a monthly Basis**

S #	Item Description	Unit	QTY	price per Month (lumpsum)
1	Pick-up & Drop (one trip in morning & one trip on evening) - 7 Passengers	Monthly	1	
2	Pick-up & Drop (one trip in morning & one trip on evening) - 9 Passengers	Monthly	1	

B 5- Vehicle (Land cruiser VX (j100) – SUV 5 – 7 Seater Toyota land cruiser 1994 or equivalent or better model) on **monthly/Day Basis – Without Fuel.**

S #	Item Description	Unit	QTY	price per Month/Day (lumpsum)
1	Vehicle based in Garowe City	Monthly	1	
2	Vehicle rent within Garowe City	Day	1	
3	Vehicle rent in Garowe to Eyl Dstrict	Day	1	
4	Vehicle rent from Garowe to Dangorayo District	Day	1	
5	Vehicle rent from Garowe to Burtinle District	Day	1	
6	Vehicle rent from Garowe to Mudug Region (Galkayo and Gadogob Districts)	Day	1	
7	Vehicle rent from Garowe to Mudug Region (Jariban District)	Day	1	
8	Vehicle rent from Garowe to Bari region (Qardho Bayla and Bosaso Districts)	Day	1	
9	Vehicle rent from Garowe to Bari Region (Iskushuban, Alula, and Qandala Districts)	Day	1	
10	Vehicle rent from Garowe to Sanaag Region (Badhan, Lasqoray and Dhahar Districts)	Day	1	
11	Vehicle rent from Garowe to Sool Region (Bocame and Talex)	Day	1	

B 6- Vehicle (Toyota Land cruiser V8/j120 model- SUV-5-7 seat, Toyota or equivalent) on **monthly/Day Basis -Without Fuel**

S #	Item Description	Unit	QTY	price per Month/Day (lumpsum)
1	Vehicle based in Garowe City	Monthly	1	
2	Vehicle rent within Garowe City	Day	1	
3	Vehicle rent in Garowe to Eyl Dstrict	Day	1	
4	Vehicle rent from Garowe to Dangorayo District	Day	1	
5	Vehicle rent from Garowe to Burtinle District	Day	1	
6	Vehicle rent from Garowe to Mudug Region (Galkayo and Gadogob Districts)	Day	1	

7	Vehicle rent from Garowe to Mudug Region (Jariban District)	Day	1	
8	Vehicle rent from Garowe to Bari region (Qardho Bayla and Bosaso Districts)	Day	1	
9	Vehicle rent from Garowe to Bari Region (Iskushuban, Alula, and Qandala Districts)	Day	1	
10	Vehicle rent from Garowe to Sanaag Region (Badhan, Lasqoray and Dhahar Districts)	Day	1	
11	Vehicle rent from Garowe to Sool Region (Bocame and Talex)	Day	1	

B 7- Cost of Additional Driver

S #	Item Description	Unit	QTY	Cost
1	Garowe	Monthly	1	
2	Rest of the country	Monthly	1	

Prices and payments

1. Fill the price column by considering the different rates (with fuel, without fuel, monthly rate, daily rate)
2. Present all your prices in USD.
3. Prices must be inclusive of all expenses related to the vehicle. Detail of expenses are hereunder but not limited to that:
 - a. Cost of driver
 - b. Cost of driver stay in field (food & Accommodation)
 - c. Vehicle registration and road license cost
 - d. Insurance cost
 - e. Toll tax & traffic fines
 - f. Cost of tool kit, spare tire, first aid kit & fire extinguisher
 - g. Cost of inspection from Toyota Marill or equivalent workshop
 - h. Any tax imposed by government of Somalia (income tax, VAT GST, Excise duty, import duty etc.)
4. Prices must be valid for two years, enable Oxfam to sign framework agreement.
5. Payment will be carried out after completion of month after receiving following document from supplier:
 - a. Invoice
 - b. Log sheet/book with entry of each trip and sign by Oxfam staff.

Vehicle

1. Supplier will provide the vehicle in best working condition
2. For each vehicle, supplier will provide fitness certificate from Toyota Marill
3. Vehicle must contain:
 - a. Tool kit
 - b. Spare tire
 - c. First aid kit
 - d. Fire extinguisher

4. Oxfam would require a pool of qualified vehicles (minimum of 20 vehicles) that would be requested upon for temporary requests.

Driver

1. Supplier will provide a professional driver with minimum 3 years of experience
2. Driver must hold valid driving license
3. Driver must hold identification papers (passport, national ID card, vote card etc.)
4. Driver must be physically fit (eyesight, listening etc.) and not user of **any drug**.
5. Driver can read, write and speak basic English language.
6. Supplier will ensure the payment of reasonable wages to driver (as per local labour law)

Appendix B: TENDERER'S DECLARATION

We the Undersigned accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which we hereby waive. We have examined carefully, understood and comply with all conditions, instructions, forms, provisions and specifications contained in this tender dossier including the contract template with its annexes and the Oxfam Ethical and Environmental Policy. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at Oxfam's discretion.

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

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

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

<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>



SUPPLIER CODE OF CONDUCT

ABOUT THE SUPPLIER CODE OF CONDUCT

Oxfam is a group of organizations working together internationally to find lasting solutions to poverty and injustice. We want a world where people are valued and treated equally, enjoy their rights as full citizens and can influence decisions affecting their lives.

In achieving this vision and upholding the responsibility we bear towards our beneficiaries, donors and partners, Oxfam is committed to integrity in its operations and supply chains. This means that we comply with applicable legal requirements, we run our operations in accordance with a strict set of ethical standards and we follow integrity principles in our relationships with suppliers. We actively promote these principles and standards, and expect all Oxfam suppliers to demonstrate commitment towards them.

The Supplier Code of Conduct sets out "Standards" – these are specific principles and standards in the areas of human and labour rights, environmental impact and anti-corruption measures. Whilst recognising that local laws and cultures differ considerably from one country to another, Oxfam is an International Non-Governmental Organisation (INGO), therefore, the Supplier Code of Conduct is based on international and UN standards, including the [United Nations Global Compact](#), the [Universal Declaration of Human Rights](#), the [Ethical Trading Initiative Base Code](#) and the [IASC six Core Principles Relating to sexual Exploitation and Abuse](#).

BUSINESS RELATIONSHIP

Oxfam expects all its suppliers to adhere to this Supplier Code of Conduct. Suppliers are requested to read, agree and acknowledge that this Supplier Code of Conduct provides the minimum standards expected of Oxfam suppliers, and that the Standards apply to suppliers and their employees, subsidiary entities, and subcontractors. The Supplier Code of Conduct should be clearly communicated to any such affiliated persons/entities in local languages so that is understood by all.

Expectations for Oxfam and suppliers are defined as follows:


SUPPLIERS SHOULD EXPECT OXFAM TO:

- ✓ Ensure that our supply activities comply with the Standards and all applicable legal requirements
- ✓ Act impartially and objectively in all our purchasing activities and to keep written records where appropriate to demonstrate that our actions have been fair and above reproach
- ✓ Maintain an unimpeachable standard of integrity in all their business relationships
- ✓ Not terminate purchase arrangements without due regard to all material circumstances, and appropriate communication
- ✓ Commit to supporting and working with them to achieve conformance with the Standards
- ✓ Commitment to working to improve Oxfam's policies and practice to enable them to be able to achieve conformance with the Standards


OXFAM EXPECTS ITS SUPPLIERS TO:

- ✓ Maintain full compliance with all laws and regulations applicable to their business
- ✓ Accept responsibility for the conditions under which goods and services are provided including any work that is subcontracted
- ✓ Be open and transparent about the standards in their supply chain and operations, and provide information requested by Oxfam to enable our assessment of them
- ✓ Support workers to realise their rights and minimise the barriers which prevent workers from achieving them.
- ✓ Demonstrate ability to meet local laws related to the Standards
- ✓ Demonstrate commitment to achieve conformance with the Standards

Qualification to these expectations: Where speed of deployment is essential in saving lives, Oxfam will purchase necessary goods and services from the most appropriate available source.

THE STANDARDS



LABOR & HUMAN RIGHTS

Oxfam expects its suppliers to respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses. They should apply the national labour law to comply with official working conditions.



FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING:

a) workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively, b) the employer adopts an open attitude towards the legitimate activities of trade unions, c) workers representatives are not discriminated against and have access to carry out their representative functions in the workplace, d) 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.



FREELY CHOSEN EMPLOYMENT: a) There is no forced, bonded, trafficked or involuntary prison labour b) No worker is offered employment by means of materially false or fraudulent pretences, or representations regarding their employment c) Workers have the right to enter voluntarily and leave freely within the terms of their contract without coercion. d) No worker has their identity or immigration documents destroyed, concealed, confiscated, or otherwise denied to them.



LIVING WAGES: a) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks whichever is higher. Wages should always be high enough to meet basic needs and to provide some discretionary income, b) All workers shall be provided with written and understandable information about their employment conditions including pay c) No compulsory deductions from wages shall be made that aren't mandated by law including no deductions as a disciplinary measure shall not be permitted.



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: To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice.



NO CHILD LABOUR: a) There shall be no new recruitment of child labour b) Children and young people under 18 years of age shall not be employed at night or in hazardous conditions c) 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 d) These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.



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. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.



FAIR PAYMENT: a) No worker should pay for a job - the costs of recruitment should be borne, not by the worker, but by the employer b) Wages should be paid directly to the worker c) Workers shall not be held in debt bondage or forced to work for an employer to pay off an incurred or inherited debt.



WORKING HOURS are not excessive and comply with national laws and benchmark industry standards, whichever affords greater protection.

FULL DETAILS ON THE STANDARDS LISTED ABOVE

CAN BE FOUND HERE:

[Ethical Trading Initiative base code](#)



SAFEGUARDING

Oxfam follows the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and expects its suppliers to abide by them. Oxfam is committed to zero tolerance of sexual harassment, exploitation and abuse. We expect our suppliers to do everything in their power to prevent it from happening, and rigorously address and report it each and every time in case of the following instances:



SEXUAL EXPLOITATION: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.



SEXUAL ABUSE: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.



SEXUAL HARASSMENT: Sexual harassment is any unwelcome sexual advance, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment may occur in the workplace or in connection with work.



CHILD ABUSE: Child abuse involves the abuse of children's rights and includes all forms of violence against children: physical, emotional and sexual abuse, neglect, family violence, sexual exploitation, abduction and trafficking, including for sexual purposes, involvement of a child in online child sexual exploitation and child labour. For Oxfam, a child is any person under the age of eighteen (18) years as defined by the Convention on the Rights of the Child.



INAPPROPRIATE CONDUCT/ 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 are prohibited (bullying, inappropriate language etc.)

FULL DETAILS ON THE IASC SIX CORE PRINCIPLES RELATING TO SEXUAL EXPLOITATION AND ABUSE MENTIONED ABOVE

CAN BE FOUND HERE: [IASC Six Core Principles](#)



ANTI-CORRUPTION

Oxfam does not tolerate corruption and is committed to having robust systems, procedures and practices which reduce the risk of occurrences. Suppliers are expected to have effective control measures in place to reduce the opportunity of fraud and corruption.



BRIBERY: The offering, giving, promising or accepting of any financial incentives from one person to another in order to influence a decision or obtain some sort of undue advantage is prohibited.

Suppliers are expected to refrain from engaging in any form of bribery, both giving or receiving.



FRAUD AND THEFT: Suppliers will put in place proportionate safeguards to prevent opportunities for fraudulent activities to be undertaken by their employees. Such safeguards could include segregating duties or undertaking certain activities (such as counting money) under dual control. Suppliers are expected to report any suspected or confirm fraudulent or corrupt acts involving Oxfam funds.



CONFLICT OF INTEREST: Suppliers are expected to report any actual, possible or potential conflict of interest, and disclose if any Oxfam employee or professional under contract may have an interest of any kind in the supplier's business or any kind of Shared economic interest, political or national affinity, family or emotional ties or any other shared interest with another party of person ties with the supplier.



NEPOTISM: Nepotism is any kind of favoritism granted to associates regardless of merit. Suppliers are expected to refrain from engaging in nepotism across all areas of their business, including the recruitment or promotion of staff and the awarding of or bidding for contracts.



TERRORISM AND FINANCIAL CRIME: Suppliers will not knowingly or recklessly provide funds, economic goods or material support to any entity or individual designated as "terrorist" by the international community or Affiliate domestic governments, and will take all reasonable steps to safeguard and protect its assets from such illicit use and to comply with national government laws. Suppliers will not knowingly engage in money laundering and will take reasonable steps to prevent involvement in any money laundering activities.



FAIR COMPETITION: Suppliers will conduct their business in line with fair competition and in accordance with all applicable anti-trust/competition laws.



UNETHICAL ACTIVITIES

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



TAX EVASION: Our suppliers must take a zero tolerance approach to the criminal evasion of taxes wherever they operate, and to knowingly facilitating another's tax evasion.



EXTRACTIVE INDUSTRIES, including active lobbying to undermine public policies to tackle climate change or pushing for continued expansion of fossil fuel use.



THE SALE OF BABY MILK outside the World Health Organisation (WHO) Code of Conduct.



TOBACCO PRODUCTION AND SALE



ARMS MANUFACTURE, SALE OR EXPORT, 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.



PESTICIDE SALES outside the Food and Agriculture Organisation (FAO) guidelines for pesticide retailing.



ADULT ENTERTAINMENT including production, publication or broadcast.



ILLEGAL LOGGING OPERATIONS or knowingly becoming involved in, colluding with or purchasing timber from such operations.



ENVIRONMENTAL IMPACT

Oxfam is committed to reduce its reliance on finite/ scarce resources and to minimise the environmental impact of its operations including its supply chain. The Supplier must respect applicable environmental laws and regulations and seek to reduce the impact of their activities and products.



CARBON EMISSIONS: Monitor and actively seek to reduce the Greenhouse Gas (GHG) emissions associated with its operations, which contribute to climate change.



ENERGY & WATER: a) work to reduce energy consumption, b) develop an understanding of its impact on water use and develop management processes where appropriate



WASTE, MATERIAL & PACKAGING: a) minimize waste to landfill, b) maximize recycling, c) avoid unnecessary packaging, d) promote sustainable options.

MONITORING & COMPLIANCE



MONITORING

DUE DILIGENCE:

As a charitable organisation, Oxfam must take care to protect its assets and funds. One of the steps that Oxfam takes to comply with this legal duty is to conduct adequate and proportionate due diligence on suppliers prior to entering into a contract. This includes checking legal registration and financial solvency, but may also include other checks

Important note: Oxfam performs a regular screening check of all suppliers against international sanctions lists.

AUDIT:

Any audit requirements are detailed in the terms and conditions of business

DATA PROTECTION:

Oxfam is legally bound to ensure that all personal details held by the organisation relating to any individual or entity are kept secure and according to international data protection standards.

Oxfam expects its own organisation and its suppliers to comply with the Standards outlined in this Supplier Code of Conduct. Both parties should be open and transparent with each other and report any instances of non-compliance.

Oxfam recognises that work towards good ethical practice is a continual process and suppliers may not be able to meet all the Standards set out in the Supplier Code of Conduct immediately. Oxfam encourages suppliers to continually improve their workplace conditions and will endeavour to support suppliers where necessary in putting systems in place to manage standards and to set practical goals.

Where non-compliance is reported, Oxfam reserves the right to demand corrective measures. Oxfam takes an approach of **zero tolerance to inaction** with its suppliers. Oxfam will terminate a contract where the conduct of suppliers demonstrably violates the Standards, and there is no willingness to address any specific instances which arise or address underlying weaknesses in systems which led to the incident, within a reasonable time period.

Important note: if any check against international sanctions lists results in a positive match of a supplier, Oxfam reserves the right to terminate any agreement with such supplier and/or exclude such supplier from any tendering process. Oxfam may take additional steps as it considers necessary in the circumstances.



COMPLIANCE

The Oxfam Novib ExpoLink Speak Up Hotline is available for Suppliers as well Oxfam employees, to ensure that Oxfam continues to operate under the highest ethical standards and principles. You can use it to report any concerns involving fraud, waste and abuse, or safeguarding concerns to or by Oxfam by submitting a report to

OXFAM NOVIB SPEAK UP SYSTEM:

Email: oxfamspeakup@expolink.co.uk

Online: <https://speakup.oxfamnovib.nl/>

Phone: Global no: +44 1249 661808 or check <https://speakup.oxfamnovib.nl/> for local numbers (you can request interpretation via phone)



REPORT & ALERT

SIGNATURE AGREEMENT

WE CONFIRM:

- ✓ Our understanding of and compliance with the requirements set out in this Oxfam Supplier Code of Conduct - and our adherence to good ethical practices in respect of all our dealings with Oxfam.
- ✓ We understand we may be asked to accept additional investigations, site visits or a full Oxfam/ donor audit in order to provide required levels of assurance with the standards prescribed.

SUPPLIER AUTHORISED REPRESENTATIVE:

Company Name:

Name:..... Position:.....

Date:.....

Signature & Stamp:

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
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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	<table border="1"> <tr> <td>Yes</td> </tr> <tr> <td>No</td> </tr> </table>	Yes	No
Yes			
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/outsource 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	Other	
		Yes No
If yes, please provide the name/s of the Union/s		

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

Name :	Position :
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 F: Reference

S#	Name	Address	E-mail	Phone #	Contract Person	Value of Business done in one year