



## TENDER DOSSIER

[Provision of Occupational Health & Safety Audit]

Publication reference:

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## INSTRUCTIONS TO TENDERERS

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### 1 PURPOSE OF THE TENDER DOSSIER

The purpose of this Tender is to obtain competitive offers for the provision of **Occupational Safety and Health Audit Services and Training**.

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	04/02/2021	1700hrs
Last date on which clarifications are issued by Oxfam	05/02/2021	1700hrs
Deadline for submission of tenders (receiving date, not sending date)	12/02/2021	1400hrs
Tender Opening	16/02/2021	1100hrs
Notification of award to the successful tenderer	26/02/2021	1700hrs

### 3 INSTRUCTIONS TO TENDERERS

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

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

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

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

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

Responses should be sent in an outer sealed single envelope which will contain two further envelopes corresponding to the two different sections of the tender:

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

Outer envelope to be marked as follows:

**Oxfam - [TD 2021/ 001 / NBO-KENYA]**

**Do not open before [16/02/2021]**

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

Language: All documents shall be submitted in [English]

The supplier application and tender proposal shall be submitted together before the deadline for reception of applications on the [12/02/2021] at [1400hrs-Nairobi] to:

**The Tender Committee**  
**Oxfam International**  
**The Atrium, Chaka Road**  
**P.O. Box 40680-00100**  
**Nairobi**  
**Tel. 020 282 0000/ 292 0000**  
Email: [ssc.procurement@oxfam.org](mailto:ssc.procurement@oxfam.org)

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

### **3.1 Supplier Application**

The application must be submitted in an envelope entitled:

**“Supplier Application “Supplier name” response to Oxfam tender: [TD 2021/ 001 / NBO-KENYA]”**

Which contains;

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

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

Selection criteria for administrative compliance:

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

- Proof of Company Registration in [Kenya]
- Copy of insurance policy (legal liability at a minimum).
- A copy of the audited financial statements for last two years (balance sheet and income statement).
- A letter of the tenderer's bank to guarantee the tenderer's solvency
- Data on business activity volume and capacity to deliver the product/service requirements (Reputation and business practices).
- An organisational (human resources) chart

- Name(s) and CVs or brief summary of professional background of key personnel to be involved in implementation of the Contract
- Detailed activity schedule (timeline) for the proposed works
- A list of technical equipment owned by the supplier (e.g. machines, compressors, vehicles, etc...)
- Three satisfactory references of customers for whom the same type of services was provided; Oxfam reserves the right to contact these references, without notifying the Tenderer.
- List of customers in the last 18 months. Ideally NGOs and of a similar size to Oxfam

## 3.2 Tender Proposal

Tenderers are invited to submit their best technical and economic tender in [English] to the exact formats and specifications required by Oxfam. Tenders not respecting these formats and specifications will be rejected.

The tender must be submitted in an envelope entitled:

**“Tender proposal “Supplier name” to Oxfam tender: [TD 2021/001/NBO-KENYA]”**

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 [KES] including TAX. 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 [KES] figure this should also be provided.

### 3.2.2 Tender validity

Tenders shall remain valid for a period of [2 months] calendar months after the deadline for receipt of tenders.

### 3.2.3 Tender Presentation

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
- Summary of working model: team involved in the service

### **3.2.6 Price proposal**

- Clear breakdown of costs related to services requested, and
- A detailed **price list** for all the services linked to the technical requirement (e.g. equipment service, staff training)  
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 [ [ssc.procurement@oxfam.org](mailto:ssc.procurement@oxfam.org) ] until the [04/02/2021].

### **4.2 Clarification meeting / site visit**

Clarification will be responded by mail on or before [05/02/2021] at [1700 hrs]

### **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 on or before [12/02/2021] at [1400 hrs] [Nairobi] time. Tenders received after the closing date will not be considered, unless in Oxfam sole opinion there are exceptional circumstances which have caused the delay.

### **4.6 Eligibility**

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

#### **4.7 Compliance**

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

#### **4.8 Right to reject all tenders**

Oxfam is under no obligation to accept any tender.

#### **4.9 Power to accept part of a tender**

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

#### **4.10 Specification**

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

#### **4.11 Confidentiality**

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

#### **4.12 Tender Process**

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

The contract will be awarded to the administratively and technically compliant 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 criterias</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>CRITERIAS</b>	<b>Award criterias</b>	<b>Score up to</b>	<b>Max. Score</b>	<b>% of overall</b>
<b>Prices for goods/work/services</b>	Clarity of the cost breakdown	4	<b>15</b>	<b>25%</b>
	Price proposal of Goods/Services in accordance with the request (best value for money)	11		
<b>TOTAL MAXIMUM GENERAL SCORING</b>			<b>60</b>	<b>100%</b>

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 within the 30 days following the awards.

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 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. 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.

#### **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.***

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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 A: TECHNICAL SPECIFICATIONS**



**OXFAM**

**TENDER NO: TD 2021 /001 / NBO-KENYA: PROVISION OF HEALTH & SAFETY AUDIT SERVICES AND TRAINING.**

<b>Name</b>	<b>Signature, date &amp; rubber stamp</b>
<b>Company</b>	
<b>Address</b>	

**TENDER NO: TD 2020 /002 / NBO-KENYA: PROVISION OF HEALTH & SAFETY AUDIT SERVICE**

<b>Sr.#</b>	<b>Particulars</b>	<b>Qty</b>	<b>Description</b>
1.1	Objective		In line with the Occupational Safety and Health Act, 2007, Oxfam International Kenya seeks to engage a firm to carry out both Health & Safety Assessment and Fire Audit in Oxfam International office located at Atrium Building ,2 <sup>nd</sup> and 3 <sup>rd</sup> Floor. The firm will be required to carry out appropriate occupational safety and health risk assessments in relation to the safety and health of employees and present an assessment report to the Director of Occupational Safety and Health Services. The report shall include all work activities under the control of the employer that have been put in place to prevent any occupational exposure in addition to minimizing exposure to COVID-19. The report will provide details of all adopted preventive and protective measures in accordance with section 6(3), 6(4) and 6(4) of the Occupational Safety and Health Act, 2007.
1.2	Health & Safety Audit Service and Training	Rate	<ul style="list-style-type: none"> <li>• Conduct a health and safety audit for Oxfam International within 5 days after signing the contract</li> <li>• Facilitate the renewal of all workplace certificates.</li> <li>• Provide detailed assessment report and</li> </ul>

			<p>recommendations thereof if any.</p> <ul style="list-style-type: none"> <li>• Obtain approval and relevant certification as per the occupational Safety and Health Act 2007</li> <li>• Provision of Health and Safety Training namely: <ul style="list-style-type: none"> <li>a) General occupational safety and Health Awareness-3 sessions</li> <li>b) Firesafety-3 days</li> <li>c) Occupational First Aid-3 days</li> <li>d) Occupational safety &amp; Health committee training-4 days</li> </ul> </li> </ul>
1.3	Qualifications		<ul style="list-style-type: none"> <li>• The firm must be registered by the Directorate of Safety and Health Services and have current and valid licenses to conduct trainings.</li> <li>• Must have the members of staff approved by the Directorate of Occupational safety and Health services with relevant qualifications and give the CVs of Key personnel.</li> <li>• Provide proof of having been in Health and Safety Business for the last 5 years (Must submit recommendation letters from five (5) clients)</li> <li>• Meets and provides proof of meeting all legal requirements including company certificate of registration, PIN, Tax Compliance Certificate etc.</li> </ul>
1.4	Timelines		<p>The OSHA audit assignment should be completed within 30 calendar days and the training assignment should be completed within a period of 5 months after signing of contract.</p>

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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>

**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/scarcce 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.**

<b>1 A) Company Profile</b>				<b>Oxfam Use only</b>
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				
<b>1 B) Total Number of Workers</b>				
	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			Yes	

business integrity standards in Oxfam's Ethical and Environmental Policy	No
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2) Health & Safety	
Is there anyone designated as being responsible for Health and Safety issues in your company?	Yes/ No. Give details

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/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	
	Other	

Do any workers belong to a Trade Union		Yes	<input type="checkbox"/>
		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> :

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**Appendix E: PRICE PROPOSAL**

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The format can be modified or changed according to requirements.

Nº	Concept	Comments & Details	Quantity	Unit Price In [currency]	TotalPrice In [currency]
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
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>					