



International Call for Tender WAR CHILD HOLLAND

Program: Can't Wait to Learn

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A - INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure. The tenderer accepts War Child Holland General Terms and Conditions of Purchase (Appendix F) by default or will include its own Sales conditions in its offer.

If the tenderer wishes to point out restrictions to War Child Holland General Terms and Conditions of Purchase, such reservations should be clearly explained in a letter included in the offer.

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

1. Preamble

War Child Holland (Stichting War Child) is a non-governmental organisation.

Worldwide, more than 35 million children are denied schooling due to conflict. For some of these children, war in their own countries has destroyed the education system. Others have been forced to flee, and have no access to education as refugees. For these children, War Child Holland, together with local and international partners, has developed an innovative education method: *Can't Wait to Learn*.

All too often in areas affected by conflict, traditional education cannot happen. Classrooms are unavailable, inaccessible, and can be dangerous. Teachers lack quality training and support. Government education budgets are often insufficient. In the meantime, a generation of children, eager to learn, miss out on education. Even though traditional education cannot happen, meaningful and impactful education cannot wait. Education builds the capacities of children, parents, teachers and community members to cope with conflict - and to help prevent conflict in the future. Education is vital to breaking cycles of poverty and instability, and empowers future parents and leaders.

Can't Wait to Learn is unique in that children can learn in their own community, even when there are no teachers. Children learn by playing serious educational games on tablet computers. The game itself includes instruction, practice, and a learning management system.

Can't Wait to Learn aims to support and supplement the traditional education model in conflict-affected areas in the short term, without displacing it in the long term.

In Sudan, **53%** of children in the eight conflict-affected states are **out of school** and around **1.7 million** school age children (4-16 years) need Education in Emergencies. The Can't Wait to Learn programme, which was initially designed and tested in Sudan, is now scaling up across the country, aiming to reach tens of thousands of children in the coming years. An important part of reaching this goal, will be to ensure access to adequate, quality technology hardware.

2. Purpose of the Call for International Tender

The purpose of this Call for International Tender is to solicit competitive offers for the supply of computer tablet kits, including accessories. The tender is for the total amount of products expected to be ordered over a period of 18-24 months. The products will be ordered in batches based on need. The delivery schedule will be negotiated with applicant organisations as part of this tender process.

PART A – Main Order

Lot #	Lot Name	Unit of Measure	Total Estimated Quantities
1	Computer Tablet	unit	12000
2	Computer Tablet Cover	unit	12000
3	Tablet stylus	unit	12000
4	SD Cards - \geq 32 GB	unit	12000
5	Headphones	Unit	12000

The total number of tablets kits purchased will not be less than 3,000 units or more than 12,000 units.

A detailed description of the goods required by War Child Holland is contained in the technical specifications (see APPENDIX A – Technical specifications).

The purpose of this Call for International Tender is to sign a contract for the supply of the products described above and their delivery to Khartoum, Sudan.

The Call for International Tender aims at selecting reliable equipment and supplier(s).

Total quantities mentioned in this Call for International Tender are estimates of War Child Holland's immediate needs and may vary by more or less ten percent (10%): this estimation can in no case be considered as a firm order from War Child Holland.

The goods are divided in 4 lots. A detailed description of the goods required by War Child Holland is contained in the technical specifications (see APPENDIX A – Technical specifications).

Tenderers may apply to individual lots.

3. Call for International Tender Schedule:

	DATE	TIME*
Deadline for request for any clarifications from War Child Holland	October 26	08:00 CET
Last date on which clarifications are issued by War Child Holland	2 November	17:00 CET
Deadline for submission of tenders (receiving date, not sending date)	9 November	23:59 CET
Tender opening session by War Child Holland	12 November	
Notification of award to the successful tenderer	13 November	17:00 CET
Signing of the contract	19 November	17 :00 CET
First delivery of items in store at address to be provided in Khartoum, Sudan	31 January	

* All times are Central European Time (UTC+2).

Please note that War Child Holland reserves the right to modify this schedule, where need be and, should this arise, tenderers will be notified accordingly.

Please note War Child Holland reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter into further competitive dialogue with the shortlisted companies. This pre-selection will take place after closure, but before contract establishment.

****Please note that due to the volume of submissions expected, and based on WCH's commitment to utilize its limited resources in the best interest of beneficiaries, all notifications will be done by email. No courier will be sent.**

4. Questions and Clarifications

If War Child Holland, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the tenderers.

Tenderers may submit questions in writing to the following mail address in line with the request for clarification deadline as stipulated above, specifying the publication reference and the Tender title to:

tenders.cwtl@warchild.nl

Any prospective tenderer seeking to arrange individual meetings with War Child Holland during the tender period may be excluded from the tender procedure.

5. Eligibility

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

To comply with some of War Child Holland donors' rule of 'origin and nationality', participants must clearly indicate their company's nationality and origin of the proposed goods.

6. Instructions to submit an Offer

7.1 – Response Format

Offers shall be submitted by email.

The tender reference and company name of the tenderer shall be used as the email title.

Offers should be sent to tenders.cwtl@warchild.nl

Offers must be received by War Child Holland no later than the deadline of submission as mentioned in the Call for International Tender Schedule.

NB: Late proposals will not be accepted or reviewed. All proposals will be irrevocable after the Call for International Tender closing date

7.2 – Content of Tender

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum :

- 1) "Supplier Questionnaire" duly completed. This questionnaire should be completed with all required information such as:
 - a) Proof of Company Registration;
 - b) Copy of Insurance policy (legal liability at a minimum);
 - c) A copy of the audited financial statements for last two years (balance sheet and income statement);
 - d) Tax Clearance Certificate 2017
 - e) The details, including the names, address and contact telephone of three (3) clients for whom the same type of services were provided in various geographic locations. War Child Holland reserves the right to contact these references, without notifying the Tenderer;

- f) A detailed activity schedule (timeline) for the proposed works;
- 2) "Pricing Matrix" or detailed price offer with explanatory notes if necessary.
Note that only budgets in Euro will be accepted;
 - 3) "The Declaration of compliance and commitment to respect War Child Holland Good Business Regulations" filled and signed by the duly authorized person;
 - 4) WarChild Holland Terms and Conditions of Purchase (signed for agreement by supplier);
 - 5) If applicable, a letter specifying differences between the Supplier Sales conditions and War Child Holland Terms and Conditions of Purchase;
 - 6) "Technical Offer" completed in details with the products / services that the participant offers to answer to War Child Holland needs;
 - 7) A letter of the tenderer's bank to guarantee the tenderer's solvency (see Appendix D); and

Certificate of origin of the products;

All bidders who are approved to proceed to the second round will be asked to supply one or more product samples before procurement committee conducts further review.

Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer's proposal.

7. Call for International Tender Process

War Child Holland 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. War Child Holland does not bind itself to accept the lowest price or any offer. All offers will be irrevocable after the Call for Tenders closing date. War Child Holland reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

8. Period of validity

Suppliers shall be bound by their tenders for a period of sixty (60) days minimum from the deadline for submission of tenders.

However, the prices and conditions defined in the contract signed with the selected supplier will be valid for six (6) months after contract signature.

9. Currency of tenders

Tenders must be presented in Euro, and indicate the price including and excluding VAT.

10. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the tenderer and War Child Holland must be written in English.

11. 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 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

12. 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.

13. Opening, evaluation of tenders and selection criteria

The contract will be awarded to the technically and administratively compliant offer 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:

- Ability to meet the requirements of the Call for International Tender;
- Compliance with War Child Holland Terms and Conditions for Purchase;
- Total price/cost submission ;
- Demonstrable ability to perform all functions related to the scope within the time specified;
- Tenderers' references ;
- Tenderers' product offering
- Tenderers' (after) service offering, including maintenance and spare-parts;
- Tenderers' ability to provide pro-active logistics solutions;
- Value added services
- Warranty period

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. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

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 War Child Holland in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. Notification award and contract signature

The successful tenderer will be informed in writing that its tender has been accepted (notification of award). War Child Holland will send the signed purchase contract documents in two original copies to the successful tenderer.

Within five (5) working days following the reception of the Purchase Order, the successful tenderer will sign, date and send back two original copies of the contract. The successful 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 five (5) working days, War Child Holland can consider after notification the award as null and void.

The unsuccessful tenderers will be informed in written shortly after the award.

15. Ownership of tenders

War Child Holland retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

16. Contract

The contract that will be concluded between the successful tenderer and War Child Holland is done according to War Child Holland standard contract format.

In this contract, the successful tenderer will be referred to as “the contractor”.

17. Cancellation of the tender procedure

In the event of a tender procedure’s cancellation, tenderers will be notified by War Child Holland.

Cancellation may occur where :

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or 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;
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4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

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

The publication of a procurement notice does not commit War Child Holland to implement the announced programme or project.

18. Ethics

War Child Holland pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the Good Business Regulations as defined by War Child Holland and introduced in the Appendix E of this tender dossier. The tenderers will have to fill and sign the *Declaration of compliance & commitment to respect War Child Holland Good Business Regulations*, which can be accessed via Appendix E.

In addition, the successful tenderer will be required to comply with War Child Holland's child safeguarding policy and code of conduct.

B – TECHNICAL and COMMERCIAL SPECIFICATIONS

19. Technical description of the Goods / Services

The subject of this Call for International Tender is the supply and delivery by the supplier of the following products to War Child Holland:

Specifications for all products can be found in Annex A

All supplied items will have to be compliant with international and national standards and norms, and to be adapted to the extreme conditions they will be used in: The items will be used in a hot and humid environment, whereby often used outside with little protection against heat, dust and rain.

20.1 Lots

The interested suppliers are required to bid by lots:

Lot #	Lot Name	Unit of Measure	Total Estimated Quantities
1	Computer tablet	unit	12000
2	Tablet covers	unit	12000
3	Tablet stylus	unit	12000
4	SD Cards - \geq 32 GB	unit	12000
5	Headphones	unit	12000

Tenderers can submit an offer for one or several or all lots. Offers must clearly show what lots are included.

Offers must be submitted for the total quantity of each lot: offers submitted for a partial quantity of one lot will not be taken into consideration by War Child Holland.

NB: A spare quantity of 4% of all items needs to be included in the offer and delivery. These will function as direct spare items (additional warranty).

20.2 Variation in quantity

War Child Holland reserves the right to vary the quantities stipulated at the time of ordering within a range of ten percent (10%) of the total value. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured.

20.3 Tablet software requirements

War Child Holland provides educational games and other software packages through Android Package files (APK files).

As part of this tender, War Child requires a custom operating system without applications normally included on tablets intended for retail. Tablets are thus required to be delivered with a *light-weight* version of an Android operating system only, which War Child will provide.

At minimum the supplier commits to the following:

- Tablets shall run a War Child specific Android operating system based on the specifications noted in Appendix A.
- A calculator application is provided by the supplier
- A file browser application provided by the supplier
- A web browser application provided by the supplier
- The Google Mobile Services (GMS) shall not be part of the tablet firmware
- Other 3rd party APKs are prohibited or only allowed after War Child approval.

- Tablets shall have the War Child APKs installed before they are delivered. These APKs will be supplied by War Child within an agreed time-frame before shipment will take place

- The War Child APKs can be upgraded to newer versions in the future either through an Android Debug Bridge or through other means –excluding the Google Playstore.

As reference, the following APKs are expected to be pre-installed by the supplier:

- Mobile Device Management software
- Sudan Maths Game
- Sudan Reading Game
- Relevant Content
- Each tablet must have its own unique digital serial number queriable by Android Debug Bridge.

20.4 Packaging requirements

The supplier is responsible for using a packaging that is suitable for the items and the shipping method, while being conform to the state of the art. The packaging should protect the purchased items from any damage during the shipment, the handling and storage at final destination.

Invoicing of, or a deposit on, packaging shall not be accepted by War Child Holland, unless provided for in the order placed by War Child Holland.

Any deposit on packaging, palettes or containers, eventually accepted by War Child Holland, shall necessarily be mentioned on the supplier's delivery slips.

Each parcel should be duly labelled according to applicable laws and specific requirements included in the Contract.

If applicable, the supplier commits to use wooden packaging (boxes, pallets) treated in conformity with NIMP 15 European Norm, in order to avoid any insect or larvas. If the products purchased by War Child Holland are imported, the respect of this rule is mandatory and a certificate has to be provided.

If applicable, each product is packed into individual packaging on shrink-wrapped, certified ISPM15 (fumigated), euro pallets (Dimensions (W x L x H): 80 x 120 x 144 cm) The palletized goods must not exceed the length or width of the pallet.

20.5 Marking

Parcels must be duly labelled, and numbered, in conformity with the delivery bill.

On each final parcel the supplier has to print or to fasten a label mentioning:

Name of the product

Name of the lot

Manufacture date

Country of origin

20. Delivery conditions

21.1 Incoterms

The products are purchased according to Cost Insurance Freight

The supplier is responsible of the cost and risks for:

- Providing the goods in conformity with the contract;
- Obtaining the licenses, authorizations and formalities for export/import and pay for all taxes and duties payable upon exportation/importation;
- Selecting a carrier and pay for transportation of the goods to Khartoum, Sudan (address to be confirmed);
- Obtaining the licenses, authorizations and formalities for import and pay for all taxes and duties payable upon importation;
- Unloading the goods at the address to be confirmed, Khartoum, Sudan.

War Child Holland is responsible for the cost and risks for:

- Bearing all risks of loss or damages of the goods from the time they have been delivered in accordance with the contract and the delivery note signed.

21.2 Disposal / Delivery date

The first quantity of the product must be delivered and in store at addresses provided in Khartoum, Sudan, as described in the Call for Tenders Schedule by: **15 January, 2019.**

War Child Holland shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products.

It is therefore up to the supplier to insure the products if necessary.

21.3 Documentation

Before each delivery, the supplier has to submit a copy of the delivery note and all the shipping documents detailed below BEFORE loading and shipping the goods, in order to get the formal agreement from War Child Holland to deliver the goods.

For every consignment, the supplier shall always send a delivery note. Delivery slips shall necessarily bear the Contract Reference and / or Purchase Order number, batch numbers, serial numbers if any, the full designation and quantities of the delivery.

Added to the delivery note, the selected supplier will also have to provide War Child Holland with:

- a Packing List
- a Commercial Invoice
- a Certificate of Origin
- a Certificate of Conformity

The Supplier commits to inform War Child Holland of any constraint or specific regulation linked to the goods supply or to the country of importation.

After the agreement from the entity that placed the order, 3 original sets + 1 copy of these documents will be sent by express courier within four (4) working days after products have been loaded to the War Child Holland entity in Uganda that placed the order. A Bill of Loading or Airway Bill (3 originals + 1 copy) filled with all the required information has to be added to the documentation.

21. Quality of the product

22.1 Quality Guarantee

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The supplier commits to provide War Child Holland with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear. Products supplied by the Supplier are covered by preferably **twenty four (24) month warranty**, but in any case not less than **twelve (12) month warranty**.

Additional warranty: A spare quantity of 4% of all items needs to be included in the offer and delivery. These will function as direct spare items.

The supplier shall put in place, and communicate to War Child Holland, their internal quality control system, if War Child Holland deems it necessary for the guarantee of the supplier's products.

The Supplier will inform War Child Holland about all quality certifications, labels (NF, ISO, CE) and internal quality process that may apply to its goods or services and will supply all official documents upon War Child Holland request.

War Child Holland reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

22.2 Preliminary inspection

The storage of the product in the selected supplier's warehouse will have to be separate from other deliveries in order to facilitate the preliminary inspection.

Once the product is ready for a preliminary inspection, the selected supplier will inform War Child Holland.

An independent laboratory / inspection company, authorised by War Child Holland or a War Child Holland representative will

- Take samples to verify technical conformity and fabrication quality
- Verify the exact quantity prepared
- Register the batch numbers of the delivery
- Control if the packaging is according to the specifications

These quantities to be tested will be 10% per batch number.

22.3 Suspension

Until the selected laboratory or inspection company issues the certificate of conformity or non-conformity, the loading or delivery will be suspended. If the duration of this suspension exceeds eight (8) calendar days, the delivery date or delivery plan will be postponed by the number of days exceeding.

22.4 Results of the preliminary inspection

If the results of the preliminary inspection comply with the requirements defined in the contract War Child Holland will inform the supplier to coordinate the delivery of the products

An unacceptable non-compliance will result in the refusal of the products as stated in article 30 for the conditions of replacement of non-conform products.

30.20 Delivery inspection and acceptance of the delivery

A War Child Holland representative or an independent and reliable inspection company will carry out the delivery inspection of the product.

The delivery inspection will take place in War Child Holland office

The objective of the delivery inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the supplier
- The quantity delivered
- The quality of the product delivered (ICT verification report)

A War Child Holland representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, War Child Holland will accept the products.

22. Non conformity of delivery

23.1 Quality and condition

Should the quality or the condition of the products not satisfy War Child Holland requirements at the moment of the preliminary inspection or delivery inspection, War Child Holland reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses.
- The replacement will be executed as soon as possible, at latest within fifteen (15) calendar days from the discovery of the non-compliance.
- The replaced products will again be subject to the rules laid down in this contract, including the twelve (12) month guarantee.
- or the immediate reimbursement of the payment
- or the cancellation of the order and of the corresponding price

If the supplier is not able to replace the defective goods within the agreed timeframe, War Child Holland reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

23.2 Quantity

War Child Holland reserves the right to refuse any delivery in excess of the current contract and to ship it back at the supplier's expense.

In case War Child Holland decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest fifteen (15) days after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

23.3 Late Delivery

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The disposal or delivery dates as defined in article 21.2 are fixed and mandatory.

The supplier must notify War Child Holland about any potential delay, as soon as he is aware of it, in order to anticipate and minimise the consequences.

If no agreement can be found, and even if the supplier has informed War Child Holland upfront, and if the delay is solely the supplier's responsibility, penalties below will apply.

In the event of the supplier being late for delivering the products, a penalty of ten per cent (10%) of the total order amount (before tax) of the products to be delivered, shall apply per week of delay. Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of War Child Holland.

If delivery does not take place one month after the set delivery deadline, the contract will be deemed void.

If delivery does not take place one month after the notification by War Child Holland of non-compliant or missing products, War Child Holland reserves the right to simply cancel the order and delivery of remaining quantities. At that time, any payment made to the supplier will be reimbursed to War Child Holland.

23. Invoicing & Payment

24.1 Invoicing

Payments will occur after acceptance of the products by War Child Holland representative and upon the receiving of the original invoices issued by the supplier.

The preferred issuing of invoices by the selected supplier will be as follows:

20% of the total order amount invoiced upon initial sample inspection

80% of the total order amount invoiced after the final delivery has taken place and has been accepted by War Child Holland.

If alternative issuing of invoicing is preferred by the supplier this should be clearly stated in the bidding documents.

24.2 Payment

All payments will be exclusively made by bank transfer on behalf of the supplier, to the supplier's bank account.

The currency of payment is Euro.

In order to claim payments, the supplier must provide War Child Holland with the following documents **for each lot/quantity supplied:**

- Original invoices
 - **Delivery notes signed by a representative as designated by War Child Holland**
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Appendixes

Appendix A : Technical Specifications

Appendix B : Supplier Questionnaire

Appendix C : Detailed Pricing Matrix

Appendix D : Bank Certificate

Appendix E : War Child Holland's Good Business Regulations

Appendix F: General Terms and Conditions of Purchase

Appendix A:

TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

LOT 1 Computer Tablet

Specifications	War Child Holland Requirements	Supplier's Product Specifications
Processor	≥ 1,3 Ghz quad core	
RAM	≥ 1GB	
Display	≥ 10"	
Android version	7.0	
Resolution	1280 x 800 pixels	
Touchscreen	Yes	
Internal Storage	≥ 16 GB	
External microSD card slot	Yes	
Camera	Yes	
Megapixel front camera	≥ 2 megapixels	
Battery	≥ 4060 mAh	
Stand-By capacity	≥ 450 hours	
Wi-Fi	Yes : 802.11n	
Bluetooth	Yes : 4.2	
SIM	Optional	
Serial number	Individual serial number per tablet configured in Android	

LOT 2 Computer Tablet Cover

Specifications	War Child Holland Requirements	Supplier's Product Specifications
Computer Tablet Cover	For protection – need to fit exact dimension tablet models	

LOT 3 SD Cards

Specifications	War Child Holland Requirements	Supplier's Product Specifications
SD Cards	≥ 32 GB	

LOT 4 Tablet Stylus

Specifications	War Child Holland Requirements	Supplier's Product Specifications

Tablet Stylus	Need to fit technical specifications tablet models	
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LOT 5 Headphones

Specifications	War Child Holland Requirements	Supplier's Product Specifications
Tablet compatible	Yes	
Microphone	Yes – microphone in the wire (not boom version)	
Wireless	No – mini audio output jacket	
Bluetooth	No	
Chargeable	No	
USB Plug	No	
Mini plug	Yes	
Cord length	1-2.5 meter	
Frequency response	40-20.000 HZ	
Sensitivity	100dB/mW	
Power handling capacity	1.000mW	
Driver unit	30-40mm Dome type	
Comments	Over-ear headphones that are as child-friendly as possible	

Appendix B:

Supplier Questionnaire

Company Name: To be filled out by Tenderer

Publication reference : NL-HO-0003

Company Name :	
Company Address :	
Contact Name :	
Contact Position / title :	
Contact Details (Phone / Email) :	

Company Information :		
1	Registered location of the company. Please provide a copy of Registration.	
2	Registration date.	
3	Is your company part of an international company?	
4	Do you have other offices / distributors / plants? Where? Please mention business links in Sudan.	
5	How many employees work for your company?	
Financial Information :		
6	What is your yearly income in currency of audit report and in [EUR] over the last 3 years:	
	Last Year (N-1) :	
	Previous Year (N-2) :	
	Previous Year (N-3) :	
7	Audited Financial accounts need to be provided upon request.	
8	Please provide a certificate of solvency issued and signed by your Bank on the bank letterhead (see template in Appendix)	
Customer References :		
9	Past experience with War Child Holland (detail year and activity)?	
10	Please provide names and contacts of 3 customers to whom you have in the past 3 years provided the similar products / services.	
11	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of products / services	
Technical Capacity :		

12	What is your core activity?	
13	What other products / services do you offer?	
FOR TENDERS on SUPPLY OF PRODUCTS:		
14	Are you the manufacturer of the products presented in the offer?	
15	If yes: where is the manufacturing site located?	
16	What is the production capacity? (per week / month)	
17	If no, are you an official reseller for these products? Please provide a copy of Dealer Registration.	
18	Do you have stocks ?	
19	Where are they located ?	
20	What is the average volume / value of your stock?	
Delivery Capacity (for SUPPLY of PRODUCTS):		
21	Can you hold dedicated stocks for your customers?	
22	Can you manage delivery to Khartoum, Sudan	
23	What is the average delivery lead time for delivery in Khartoum, Sudan after receipt of War Child Holland Purchase Order?	
25	Do you work on a regular basis with a transport company? (if so, please name it)	
Warranty & Maintenance :		
19	What warranty can you offer on your products / services?	
20	Can you provide original spare parts? + leadtime	
21	Can you supply original spare parts for 2 years after purchase?	
22	Please detail additional services you offer: maintenance? Service? Technical support ? Repair ?	
23	If so, where do you provide such services? In your facilities only or at the customer's?	
Subcontracting		
24	Which products / services do you generally subcontract?	
25	Which products / services would you specifically subcontract in this procurement?	
26	What are the names and registration numbers of the companies you would subcontract to?	
Documentation :		
27	Can you provide a detailed Bill of Delivery for each delivery?	
28	Can you provide a Certificate of Origin for each delivery?	
29	Can you provide a Certificate of Conformity / of Quality?	

Financial Conditions :		
30	What is the validity of your offer? (minimum 60 days):	
31	If you get awarded the Contract, will you offer fixed prices for 6 months / 1 year?	
32	If not, what is the maximum price variation you can commit on (no more than 5% price increase, for instance)?	
33	In which currency do you invoice your customers?	
34	When do you issue the invoice?	
35	When do you expect payment?	

Appendix C: DETAILED PRICING MATRIX

Lot # 1:

Description of article	Quantity	Unit of Measure	Currency	Unit Price	Total Price
1. Tablet	XX	Pieces			
2. Cover	XX				
3. Stylus	XX				
4. SD Card	XX				
5. Headphones	XX				
Total price for Lot # 1:					

Price for delivery Khartoum, Sudan:	
Delivery Leadtime (in days or weeks):	
Total price excluding VAT	
Total price including VAT	

**NB: The tender must include pictures of EACH ITEM
OR Samples must be provided with the Tender offer
OR Technical description must be included
Etc.....**

Validity of this offer (minimum 60 days):	
Commitment to offer fixed prices for 6 months if contract is awarded to your company?	
Payment Conditions:	

Appendix D: BANK CERTIFICATE

➔ Document to be copied by the BANK on its own Letterhead paper.

SOLVENCY CERTIFICATE

I undersigned <NAME>

Acting in my position of <POSITION IN BANK>

On behalf of Bank <BANK NAME>

Having its registered address(bank
address).....

And fully authorized to represent it,

Hereby certify that(Company
name).....

Having its registered office in(Company
address).....

And legally represented by(Company
rep).....

Owns a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for
bankruptcy and is not in a process of receivership or liquidation.

Appendix E: Supplier Declaration of Ethical Code of Conduct

War Child Holland, as a humanitarian organization, subscribes to the UN Supplier Code of Conduct (<https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>).

War Child Holland requires every supplier participating in this tender process to sign a declaration (Annex 1.1), agreeing to comply with the UN Supplier Code of Conduct during the entire period of the contractual relationship with War Child Holland.

Appendix F: General Terms and Conditions of Purchase

See following page

Stichting War Child Purchase Terms & Conditions

Article 1 – Definitions

The following definitions apply to these purchase terms and conditions (“**Terms and Conditions**”):

- 1.1 “**Agreement**”: any agreement entered into between WCH and a Supplier, any amendment thereof of addition thereto, as well as all legal acts (for the preparation and for its implementation).
- 1.2 “**Offer**”: any offer provided by a Supplier in relation to the procurement of products to WCH.
- 1.3 “**Parties**”: WCH and the Supplier.
- 1.4 “**Product**”: each product supplied or to be supplied under the purchase order or Agreement by Supplier.
- 1.5 “**Purchase Order**”: an individual purchase order provided by WCH to Supplier in relation to the procurement of Products.
- 1.6 “**Supplier**”: any natural or legal person who delivers goods to WCH.
- 1.7 “**WCH**”: the foundation under Dutch law Stichting War Child, having its statutory seat in Amsterdam, its offices at Helmholtzstraat 61-G (1098LE) Amsterdam, the Netherlands, and registered with the Trade Register under number 41215393.

Article 2 – General provisions

- 2.1 These Terms and Conditions apply to every Purchase Order, Offer and Agreement, insofar as these Terms and Conditions have not expressly and in writing have been rejected by WCH.
- 2.2 The applicability of any and all terms and conditions of Supplier is explicitly rejected by WCH.
- 2.3 Any Purchase Order is non-binding and intended to invite a Supplier to provide its Offer in relation to the specific procurement.
- 2.4 Any binding Agreement can only be effectuated after written approval of an Offer by WCH, written confirmation by WCH of a confirmed Purchase Order or after WCH has signed an Agreement.
- 2.5 Acceptance by the Supplier of the Purchase Order placed by WCH implies unreserved adherence to the present Terms and Conditions. As a result, the

Supplier explicitly waives applicability of its own terms and conditions.

- 2.6 WCH reserves the right to change these Terms and Conditions unilaterally. The version received by Supplier together with the Purchase Order or Agreement will be applicable to that specific legal relationship between the Parties.
- 2.7 Any technical, commercial or administrative terms specified on the Purchase Order or Agreement and accepted by both WCH and the Supplier will prevail over these Terms and Conditions.
- 2.8 Parties are by no means partners, representatives and/or agents of each other.
- 2.9 If any provision of these Terms and Conditions is invalid or voidable and/or is or will become for any other reason invalid, in part or in full, this will not affect the validity of the other provisions of these Terms and Conditions. WCH will replace the invalid provision with a provision that is valid, and the legal consequences of which, taking into account the content and scope of the present Terms and Conditions, will correspond to the greatest extent possible to the invalid provision.

Article 3 – Execution of the engagement

- 3.1 Supplier will carry out all activities to the best of its knowledge and ability and in accordance with professional standards and market practice.
- 3.2 Supplier can only charge WCH after explicit written approval of WCH with respect to a specific price quoted by Supplier in relation to a specific activity or Product.

Article 4 – Packaging

- 4.1 The Supplier is responsible for using a packaging that is suitable for the items and the shipping method, while being conform to the state of the art. The packaging should protect the purchased Products from any damage during shipment, the handling and storage at final destination.

- 4.2 Specific technical specifications may be defined by WCH. If applicable, Supplier agrees to adhere to these standards.
- 4.3 If applicable, the Supplier commits to use wooden packaging (boxes, pallets) treated in conformity with NIMP 15 European Norm, when goods are meant to be exported;
- 4.4 Packaging charges will be included in all delivery prices. Invoicing of, or a deposit on, packaging will not be accepted by WCH, unless provided for in the Purchase Order, accepted Offer or Agreement. Any deposit on packaging, pallets or containers, if accepted by WCH, will be mentioned on the invoice.
- 4.5 Each parcel will be duly labelled according to applicable laws.

Article 5 – Delivery

- 5.1 Unless explicitly specified in writing, all consignments will be fully carriage- and insurance-paid at the destination, or in conformity with the Incoterms 2010 as specified on the Purchase Order, Offer or Agreement.
- 5.2 Orders will be delivered in full, unless WCH has agreed to partial deliveries in writing.
- 5.3 For every consignment, the Supplier will send a delivery note mentioning the Agreement reference and / or Purchase Order number, batch numbers, serial numbers if any, and the full designation and quantities of the delivery. If applicable, the Supplier will supply all proper certificates of analysis and / or certificate of origin.
- 5.4 The Supplier assumes full risk and responsibility for the correct delivery of the Products in accordance with the Purchase Order, Offer and/or Agreement until the delivery note has been signed by WCH.
- 5.5 For each delivery planned to another location than the entity that placed the Purchase Order (e.g. orders issued by WCH head office with a direct delivery on the field, or Purchase Orders placed by a WCH team in a capital city with delivery on the field), a copy of the delivery note and all shipping documents will be sent to the ordering

entity at the latest 24 hours before the goods are shipped.

- 5.6 WCH reserves the right to refuse any delivery in excess of the Order placed and ship it back at the Supplier's risk and expense.
- 5.7 The delivery deadlines on the Purchase Order form or Agreement are binding. When these deadlines are not adhered to, WCH reserves the right, without notice, to:
 - a) apply penalties for delay in delivery fixed at 2% of the total amount of the Order, excluding taxes, per week of delay; or
 - b) cancel the whole Order or cancel the balance of supplies which remains to be delivered, without notice or payment to the Supplier.

Article 6 – Conformity

- 6.1 Any delivery that is not in compliance with the specifications of the Purchase Order, Offer or Agreement will be rejected and will be returned under the responsibility of the Supplier, at the Supplier's cost, within fourteen (15) days after advice of rejection. Beyond this deadline, the rejected delivery will be returned to the Supplier's address, with carriage paid by WCH and at the Supplier's risk.
- 6.2 In the event of non-conformity, WCH reserves the right to demand:
 - (a) the delivery of a Product which conforms to the Purchase Order, Offer or Agreement within fifteen (15) calendar days from the day WCH requested it;
 - (b) the immediate reimbursement of partial or total payment; or
 - (c) the cancellation of the Purchase Order, Offer or Agreement and payment of the corresponding price.

Article 7 – Guarantees

- 7.1 The Supplier guarantees to comply with laws, rules and the state of the art applicable to providing goods, more specifically with regards to production, manufacturing, repair, price definition and delivery, so that the goods can be legally sold, bought, shipped or exported.

- 7.2** The Supplier acknowledges and agrees that his contractual obligations may be subject to (international) sanction laws and regulations. Without limitation, the Supplier hereby declares that it has studied and is fully aware of the applicable international sanctions laws and regulations (including the specific UN/EU/OFAC sanctions lists of persons, countries and groups that fall under the restrictive measures) and that it fully complies with all such laws and regulations
- 7.3** The Supplier has arranged for appropriate insurances (including but not limited to business and liability insurance) to cover any risks for the entire duration of its contractual relationship with WCH. Such insurances and coverage thereunder are in accordance with market standards and the Supplier is not and will not be in breach of any of the applicable insurance policies nor is it aware of any circumstance that results or may result in rejecting coverage under any insurance by an insurance company for the entire duration of the its contractual relationship with WCH.
- 7.4** The Supplier has proper quality control procedures and certifications in line with market practice in place and the Products are produced in line with such procedures. Upon request of WCH, the Supplier will inform WCH about all quality certifications, labels (ISO, CE) and internal quality process that may apply to its goods or services and will supply all official documents.
- 7.5** The Supplier commits to provide WCH with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear. Equipment supplied by the Supplier are covered by a twelve (12) month warranty. Repaired or replaced items will also be covered by a twelve (12) month warranty, which will start from the day WCH receives the repaired or replaced item.
- 7.6** The Supplier guarantees to provide spare or replaced parts required for the item's normal use in reasonably short time, and ensures after-sales service for

at least five (5) years from the initial delivery date.

Article 8 – Specific, dangerous or perishable Products

- 8.1** In the case of supply of Products with a limited preservation period, or Products classified as dangerous, or containers of such Products, the Supplier commits to:
- (a) pack and label the goods in conformity with the international law regulating transport, storage and the handling of such Products;
 - (b) supply all official documents required by the international law, especially for shipping purpose;
 - (c) provide WCH with all information, instructions, recommendations, precautions and restrictions for the handling, transport and storage of these Products
- 8.2** For Products with a limited lifetime, the expiry date will be affixed with an appropriate and indestructible marking on the packaging that is directly used for containing or protecting the Product. Also, at the time of delivery, the remaining shelf life of the Product will be at least eighty percent (80%) of the initial total shelf life.

Article 9 - Cancellation of a Purchase Order

- 9.1** In the event of incapacity or refusal on the part of the Supplier to execute one or several parts of a Purchase Order or Agreement, or of non-observance of one or several of the general or specific terms of the Purchase Order or Agreement in question, WCH will have the right to notify the Supplier in writing of the cancellation at the Supplier's expense for all or part of the Purchase Order or Agreement, while reserving the right to claim damages and interest for the prejudice suffered.
- 9.2** WCH will notify the Supplier by sending a formal notice by registered mail with an acknowledgement of receipt slip that will not have been acted on within fourteen (14) days.
- 9.3** In addition, WCH reserves the right to demand cancellation of the totality or part of the Purchase Order or Agreement if the Supplier ceases activity, is in liquidation, becomes

subject to a bankruptcy proceeding, has been convicted for fraud, corruption or for being part of a criminal organization or activity or has a new legal situation that may hamper or damage the interests of WCH (changes of majority shareholding, mergers, takeovers).

Article 10 – Prices

- 10.1** Prices stated in the Purchase Order, and the Agreement if any, are considered to be final.
- 10.2** Prices include all costs relating to manufacturing, packing, handling, transport and unloading.
- 10.3** Prices agreed upon are exclusive of VAT.

Article 11 – Invoicing

- 11.1** An invoice will be issued by the Supplier for each delivery and will be addressed to the WCH entity that sent the Order within seven (7) calendar days after the delivery. If the invoice is sent to the head office of WCH in Amsterdam, the Netherlands, the invoice will be sent to financedepartment@warchild.nl.
- 11.2** The invoice will not relate to more than one Purchase Order and will bear the Purchase Order and Agreement (if any) reference, the batch numbers, the designation, and the numbers and dates of the delivery forms concerned.
- 11.3** The rules and procedures applicable by the Supplier with regards to the applicable tax regime are specified in the invoice. If applicable, VAT and any other taxes will be clearly mentioned on the invoice.

Article 12 – Payment

- 12.1** Unless stated differently on the Purchase Order or Agreement, payment will be made within thirty (30) days after receipt by WCH of the Supplier's invoice.
- 12.2** WCH regular payment method is wire transfer. Upon WCH written approval, payment can be made in cash or by check.

Article 13 – Liability

- 13.1** The Supplier is solely responsible and liable for its Products and all the work included in the Purchase Order, Offer or Agreement, whether executed by the Supplier, its staff or by third parties, and for the delivery of Products in compliance with the Terms and Conditions, the Purchase Order, Offer and/or Agreement.
- 13.2** The Supplier is responsible and liable for all damage inflicted on War Child or on third parties whether incurred by it or by third parties engaged by it in the course of the execution of these Terms and Conditions, the Purchase Order, Offer or Agreement. The Supplier is also responsible and liable for all damage to War Child that is a consequence of the Supplier not or not sufficiently meeting its obligations under these Terms and Conditions, the Purchase Order, Offer or Agreement.
- 13.3** WCH will not assume any liability, and the Supplier indemnifies and hold WCH harmless for any and all claims or demands that could be issued against WCH related to illness, injuries and/or decease of third parties engaged by the Supplier and/or loss of and/or damage to the belongings of third parties engaged by the Supplier or of the Supplier itself and/or product liability, with the exception of situations in which the claim or demand is the direct consequence of and can be directly attributed to actions of WCH.
- 13.4** The Supplier indemnifies and holds WCH harmless against all third-party claims in relation to these Terms and Conditions, the Purchase Order, Offer or Agreement.
- 13.5** Any liability of WCH in relation to these Terms and Conditions, the Purchase Order, Offer or Agreement or otherwise is in any event limited to direct damage only with a total maximum of amount actually paid by WCH under these Terms and Conditions, the Purchase Order, Offer or Agreement.

Article 14 – Social and environmental responsibility

- 14.1** WCH reserves the right to refuse an Offer, cancel a Purchase Order or terminate an Agreement at any time if the Supplier or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or illegal activity, does not respect the protection of internationally proclaimed human rights (including the UN Convention on the Rights of the Child), or immoral human resources practices, such as the use of child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions.
- 14.2** Furthermore WCH is committed to limiting its environmental impact, including chemical and hazardous materials, waste water and solid waste, and air emissions, to a minimum and expects its Suppliers and service providers to adopt a similar policy that supports a precautionary approach. WCH reserves the right to use international screening tools to check the Supplier's record with regards to their possible involvement in illegal or unethical practices.
- 14.3** If you believe that the action of anyone (or a group of people) working or volunteering for WCH programs is responsible for violating the above rules, you should file a report through the whistleblower email hotline: complaints@warchild.nl. In order to enable efficient and objective processing of a report, such report should give as precise information as possible. Your name and contact details are optional but encouraged. All reports are treated confidentially to the extent permissible by law. WCH will use all reasonable efforts to preserve the confidentiality of the whistleblower and

to protect whistleblowers against any possible retaliation.

Article 15 – Confidentiality

- 15.1** The Supplier will not disclose, use, permit the use or cause any disclosure of any information obtained in relation to the Purchase Order, Offer, Agreement or these Terms and Conditions directly or indirectly, except with the prior written consent of WCH or as required by law.
- 15.2** Any information concerning WCH or any of its affiliated organisations that the Supplier knows or foresees to be confidential, including but not limited to the data of sponsors, donors, customers, suppliers or persons or organisations that are or have been in business with WCH, may not be disclosed to any third party including but not limited to publication on social media. In case of doubt, the information is to be considered confidential.
- 15.3** The Supplier will not make statements in the media about the contents of the contractual relationship and cooperation between WCH and the Supplier, without prior written consent of WCH.
- 15.4** The Supplier will submit any and all ads, advertisement and media statements to WCH, prior to publication and will only publish such item after written consent of WCH.

Article 16 – Trademark

- 16.1** Parties are not allowed to use the other Party's logo, name or other intellectual property, unless this is agreed upon in writing. In case permission to use the other Party's logo or name is granted, Parties will follow the other Party's instructions carefully.

Article 17 – Third parties

- 17.1** Third parties cannot derive any rights from these Terms and Conditions. The Terms and Conditions do not include a third-party beneficiary clause as per article 6:253 of the Dutch Civil Code.
- 17.2** The Supplier is not allowed to transfer any obligation or right under these

Terms and Conditions, a Purchase Order, Offer or Agreement to any other party without prior written consent of WCH.

Article 18 – Applicable law and jurisdiction

- 18.1** These Terms and Conditions and any and all Purchase Orders and Agreements with WCH are governed by Dutch law.
- 18.2** Any dispute between the Supplier and WCH with regards to these Terms and Conditions, a Purchase Order, an Offer or an Agreement will preferably be resolved amicably. If this is not possible, any disputes will be exclusively settled by the court of Amsterdam, the Netherlands.