

**Request for Proposals for A Framework Agreement:**

**Provision of air travel services (flights)**

**Publication reference:**

**NL-HO-0002**

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**Submission Date extended to 31/08/2018**

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# INSTRUCTIONS TO BIDDERS

In submitting a proposal, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts STICHTING WAR CHILD General Terms and Conditions of Purchase by default or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to STICHTING WAR CHILD Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

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

### Preamble

Stichting War Child (STICHTING WAR CHILD ) is an independent and impartial, international nongovernmental organisation investing in a peaceful future for children and young people affected by armed conflict. We support children regardless of their religion, ethnicity, social background, or gender. Our work is based on the United Nations Convention on the Rights of the Child. We implement programmes in Africa, Asia, the Middle East, South America, and Europe. Our head office is located in the Netherlands.

### Purpose of the Call for Proposals

The purpose of this Request for Proposals (RFP) is to solicit competitive offers from eligible bidders for the provision of air travel (flight) services on Framework Agreement terms for a period of one year, with a possibility for extension based on performance and War Child needs.

A Framework Agreement (FWA) defines commercial conditions between STICHTING WAR CHILD and a supplier, applicable to the purchase of specifically identified goods or services for a predefined period of time. A Framework Agreement is therefore not, in itself, a commitment to purchase.

The list of regions that the Framework Agreement will cover include the following:

* Middle East;
* Central Africa;
* South America
* Latin America;
* Europe;
* Asia;

The regions mentioned in this Call for proposals are those of STICHTING WAR CHILD ’s immediate needs and may vary from time to time, with possibility of new regions being added, but these are in no case considered as a firm order from STICHTING WAR CHILD .

### Request for Proposals Schedule:

|  |  |
| --- | --- |
| **SCHEDULE** | |
| July 02 | Publishing of Call for Proposals |
| July 20 | Questions from bidders to Stichting War Child |
| July 25 | Answers from Stichting War Child to bidders |
| August 31 | Proposals received no later than 23.59 CET\* |
| Septembre 3 | Bid opening (no public session will be organized) |
| Septembre 7 | Proposals Evaluation |
| Septembre 12 | Notification to Preferred candidate |
| Septembre 14 | Negotiations with the Preferred candidate |
| Septembre 17 | Framework Agreement signed with successful Candidate |
| Septembre 18 | Notification to non-successful bidders |

\* All times are in the local time of the Netherlands.

War Child explicitly reserves the right to modify the time schedule or any other part of this RFP. Additions, deletions or modifications to the original RFP could result in RFP addenda, which will become an integral part of the RFP and/or Supplier proposal. Stichting War Child reserves the right to award a Framework Agreement for Services that includes only part of the scope specified in the RFP. Stichting War Child reserves the right to enter into a Framework agreement with more than one service provider to deliver the necessary services.

STICHTING WAR CHILD 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 a competitive dialogue with the shortlisted companies.

### Questions and Clarifications

If STICHTING WAR CHILD , either on its own initiative or in response to a request from a prospective bidder, provides additional information on the RFP dossier, such information will be communicated simultaneously in writing to all the bidders. When answering bidders’ questions, Stichting War Child will not share any information that it considers confidential or not appropriate to be shared.

Bidders may submit questions in writing to the following mail address within the deadline stipulated in section 3 above, specifying the publication reference and the RFP title:

[**prince.borbor@warchild.nl**](mailto:prince.borbor@warchild.nl)

Any prospective tenderer seeking to arrange individual meetings with STICHTING WAR CHILD during the tender period may be excluded from the tender procedure.

### Eligibility

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

However, to comply with some of STICHTING WAR CHILD ’s donors’ rules, participants must clearly indicate their company’s country of primary registration nationality and origin of the proposed services.

### Instructions to submit an Offer

**6.1 – Response Format**

**Proposals shall be submitted by email**.

In such case, the RFP reference and company name of the bidder shall be used as the email title. Proposals should be sent to [**prince.borbor@warchild.nl**](mailto:prince.borbor@warchild.nl)

Proposals must be received by STICHTING WAR CHILD no later than **August 2, 2018, at 23.59 CET** (All times are in the local time of the Netherlands).

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

**6.2 – Content of Proposals**

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

1. “Supplier Questionnaire” (Appendix A) duly completed. This questionnaire should be completed with all required information such as:
   1. Proof of Company Registration;
   2. Copy of Insurance policy (legal liability at a minimum);
   3. The details of the names, address and contact telephone of three (3) clients for whom the same type of services were provided in various geographic locations. STICHTING WAR CHILD reserves the right to contact these references, without notifying the bidder;
2. Pricing Matrix
3. Supplier Code of Conduct Declaration (Appendix B) filled and signed by the duly authorized person;
4. STICHTING WAR CHILD Terms and Conditions of Purchase (Appendix C signed by supplier) ;
5. Company profile

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

### Request for Proposal Process

STICHTING WAR CHILD reserves the right to negotiate, accept or reject any or all proposals at its sole discretion and to pursue or act further on any responses it considers advantageous. STICHTING WAR CHILD does not bind itself to accept the lowest prices or any proposal.

STICHTING WAR CHILD reserves the right to select a shortlist of pre-selected suppliers, based on the requirements and criteria listed in this document

### Period of validity

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

However, the Prices and conditions defined in the Agreement that will be signed with the selected supplier will be valid for one year, as of date of signature.

### Currency of proposals

Proposals must be presented in euro, and indicate the price including and excluding VAT.

### Language of offers and procedure

The proposals, all correspondence and documents related to the RFP exchanged by the bidder and STICHTING WAR CHILD must be written in English.

### Alteration or withdrawal of proposals

Bidders may alter or withdraw their proposals by written notification prior to the deadline for submission of proposals referred to in Article 3. No proposal may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the RFP procedure.

### Costs of preparing proposals

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

### Evaluation and Selection criteria of proposals

STICHTING WAR CHILD will award the bid to the technically and administratively compliant proposal that is the most economically advantageous, taking into account the quality and extent of the services offered and the price of the proposal.

Proposals will be evaluated based on the criteria listed below:

Requirements

|  |  |  |
| --- | --- | --- |
| **No.** | **Criteria** | **Points** |
| 1. | **A). Type of expertise and level of competency:**  ***Mandatory Requirements:***  -Experience with serving NGOs that work in remote locations in conflict areas in regions such as South America, Middle East, and Africa;  -The response time in line with sector operation standards, ability to scale up in order to guarantee service provision in the event of regional events/requests (to maintain service provision and communication under this circumstances);  -Ability to source internationally;  -Reliable and responsive 24/7 emergency service;  ***Highly Desirable Requirements:***  -Familiarity with the dynamics of the changing nature of travels within the NGO context such as the limitations and obstacles related to travelling in insecure NGO context;  -Approving track record with cooperating and communicating with insurance and other emergency support agencies;  -A proven track record of at least 3 years’ experience working with NGOs;  -Ability to advice on specific local regulations that might impact the travelers; | 44 |
| 2. | **B). Supplier specific requirements (industry experience, reliability and responsiveness)**  ***Mandatory Requirements:***  -Reliable and responsive to questions and changes with short notice (provide customer service support framework);  ***Highly Desirable Requirements:***  -Online travel tracking and warning system (on mobile devices, web based tool, app);  -Commit to develop the understanding of STICHTING WAR CHILD travel needs (describe how);  -Ability to build a close relationship (in depth knowledge of War Child procedures and understand our needs). Personal and infrastructure in place to quickly develop the capability to anticipate in the travel needs of War Child; | 21 |
| **No.** | **Criteria** | **Points** |
| 3. | **C). Pricing requirements**  ***Mandatory Requirements:***  -Company’s selection of flight options done based on value for money analysis (describe your approach on how you determine value for money);  ***Highly Desirable Requirements:***  -Support the low cost aim of STICHTING WAR CHILD (NGO rates, quotes sent to STICHTING WAR CHILD having first done value analysis);  - Intrinsic understanding of the finance structures in the NGO sector (absolute need to be cost-consciousness); | 15 |
| 4. | **D). Performance reporting requirements**  ***Mandatory Requirements:***  -Ability to produce quarterly overview of spending and performance /cost effectiveness;- | 10 |
| 5. | **E). Location and coverage requirements**  ***Mandatory Requirements:***  - Regions: Middle East, Central Africa, South and Latin America, Europe, and Asia;  ***Highly Desirable Requirements:***  -Proximity of the agency’s main or sub office in retaliation to STICHTING WAR CHILD Time zone (GMT +1/+2(DST)); | 10 |

In the interests of transparency and equal treatment and without being able to modify their proposals, bidders 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.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of proposals, to obtain information on how the procedure is progressing or to influence STICHTING WAR CHILD in its decision concerning the award of the bid, will result in the immediate rejection of its proposal. No liability can be accepted for late delivery of proposals. Late proposals will be rejected and will not be evaluated.

### Ownership of proposals

STICHTING WAR CHILD retains ownership of all proposals received under this RFP tender procedure. Consequently, bidders have no right to have their proposals returned to them.

### Framework Agreement

The Agreement that will be concluded between the successful bidder and STICHTING WAR CHILD and is done according to STICHTING WAR CHILD standard Framework Agreement.

The Agreement will be based by order of preference on the following elements:

* Terms and requirements as defined in the present Call for Proposals;
* STICHTING WAR CHILD Terms and Conditions
* The selected supplier’s offer
* Specific conditions that differ from the above, offered by the supplier and explicitly accepted by STICHTING WAR CHILD

### Cancellation of the Call for Proposals procedure

In the event of a call for proposals procedure's cancellation, bidders will be notified by STICHTING WAR CHILD.

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;
4. All technically compliant proposals 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 STICHTING WAR CHILD be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if STICHTING WAR CHILD has been warned of the possibility of damages.**

**The publication of a procurement notice does not commit STICHTING WAR CHILD to implement the announced programme or project.**

### Ethics

STICHTING WAR CHILD pays very careful attention to working with companies that commit to respect basic Ethics Rules.

As a humanitarian organization, STICHTING WAR CHILD subscribes to the UN Supplier Code of Conduct (<https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct> ).

STICHTING WAR CHILD requires every supplier participating in this RFP process to sign a declaration (Appendix B), agreeing to comply with the UN Supplier Code of Conduct during the entire period of the Framework Agreement with STICHTING WAR CHILD .

**Appendixes**

Appendix A : Supplier Questionnaire

Appendix B : Stichting War Child Supplier Code of Conduct Declaration

[Appendix C:](#_Toc517172281) [Stichting War Child Terms and Conditions of Purchase](#_Toc517172282)

# Appendix A:Supplier Questionnaire

**Publication reference: NL-HO-0002**

|  |  |
| --- | --- |
| Company Name: |  |
| Company Address: |  |
| Contact Name and Title/position: |  |
| Contact Details (Phone / Email): |  |

|  |  |  |
| --- | --- | --- |
| **Company Information:** | | |
| **1** | Is your company registered in your Country?  **Please provide a copy of Registration.** |  |
| **2** | When was it registered ? |  |
| **3** | Is your company part of an international company? |  |
| **4** | Do you have other offices / plants in the country ? Where ? |  |
| **5** | How many employees work for your company in-country ? |  |
| **Financial Information:** | | |
| **6** | What is your yearly income in [EUR] over the last 3 years: |  |
|  | Last Year (N-1): |  |
|  | Previous Year (N-2): |  |
|  | Previous Year (N-3): |  |
| **7** | Can you provide audited Financial accounts upon request of the past three years? |  |
| **8** | Please provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix) |  |
| **Customer References:** | | |
| **9** | Have you worked in the past with STICHTING WAR CHILD (detail year and activity) ? |  |
| **10** | Please provide names and contacts of 3 customers (Humanitarian/ development aid NGOs) to whom you have recently provided the same kind of services |  |
| **11** | Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of services |  |
| **Technical Capacity:** | | |
| **12** | What is your core activity ? |  |
| **13** | In addition to Flight services, do you offer travel-related services such as accommodation (provide a list)? |  |
| **Subcontracting** | | |
| **14** | Which products / services do you generally subcontract ? |  |
| **15** | Which products / services would you specifically subcontract in STICHTING WAR CHILD project ? |  |
| **16** | What are the names and Registration numbers of the companies you would subcontract to ? |  |
| **Financial Conditions:** | | |
| **17** | In which currency do you invoice your customers ? |  |
| **18** | When do you issue the invoice ? |  |
| **19** | When do you expect payment ? |  |

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# Appendix B: Stichting War Child

# Supplier Code of Conduct Declaration

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**Supplier**

**Code of Conduct Declaration**

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Stichting War Child, also acting under the name War Child Holland (**WCH**) strives to procure goods and services which:

1. are produced and delivered under conditions that do not involve the abuse of anyone or exploitation of any type;
2. comply with international and local laws and regulations;
3. have the least negative impact on the environment.

This document therefore serves as an ‘Ethical Standards Declaration’ for all supply, service and works contractors doing business with WCH.

WCH, as a humanitarian organization, subscribes to the UN Supplier Code of Conduct (attached to this document). By signing this declaration, the contractor agrees to comply with the UN Supplier Code of Conduct during the entire period of the contractual relationship with WCH.

This declaration will be kept on file for a period of 7 years and will be updated, should any changes occur in the UN Supplier Code of Conduct.

WCH staff may perform checks to verify that these standards are adhered to. Should WCH deem that the contractor fails to meet or is not taking appropriate steps to meet these standards, WCH can terminate any and all contracts and agreements with the contractor immediately and without any compensation.

By signing this declaration, the contractor guarantees to:

1. comply with all laws and regulations in effect in the country or countries of business

AND

1. meet the ethical standards as prescribed in the UN Supplier Code of Conduct.

Date:

Name of contractor:

Name of legal representative:

Signature:

****

# Appendix C: Stichting War Child

# Terms and Conditions of Purchase

**Stichting War Child  
Purchase Terms & Conditions**

**Article 1 – Definitions**

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

* 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).
  2. “**Offer**”: any offer provided by a Supplier in relation to the procurement of products to WCH.
  3. “**Parties**”: WCH and the Supplier.
  4. “**Product**”: each product supplied or to be supplied under the purchase order or Agreement by Supplier.
  5. “**Purchase Order**”: an individual purchase order provided by WCH to Supplier in relation to the procurement of Products.
  6. “**Supplier**”: any natural or legal person who delivers goods to WCH.
  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**

* 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 be rejected by WCH.
  2. The applicability of any and all terms and conditions of Supplier is explicitly rejected by WCH.
  3. Any Purchase Order is non-binding and intended to invite a Supplier to provide its Offer in relation to the specific procurement.
  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.
  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.
  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.
  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.
  8. Parties are by no means partners, representatives and/or agents of each other.
  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**

* 1. Supplier will carry out all activities to the best of its knowledge and ability and in accordance with professional standards and market practice.
  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**

* 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.
  2. Specific technical specifications may be defined by WCH. If applicable, Supplier agrees to adhere to these standards.
  3. If applicable, the Supplier commits to use wooden packaging (boxes, palettes) treated in conformity with NIMP 15 European Norm, when goods are meant to be exported;
  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, palettes or containers, if accepted by WCH, will be mentioned on the invoice.
  5. Each parcel will be duly labelled according to applicable laws.

**Article 5 – Delivery**

* 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.
  2. Orders will be delivered in full, unless WCH has agreed to partial deliveries in writing.
  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.
  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. 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.
  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.
  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:

1. apply penalties for delay in delivery fixed at 2% of the total amount of the Order, excluding taxes, per week of delay; or
2. 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**

* 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.
  2. In the event of non-conformity, WCH reserves the right to demand:

1. 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;
2. the immediate reimbursement of partial or total payment; or
3. the cancellation of the Purchase Order, Offer or Agreement and payment of the corresponding price.

**Article 7 – Guarantees**

* 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.
  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
  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.
  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.
  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.
  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**

* 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:

1. pack and label the goods in conformity with the international law regulating transport, storage and the handling of such Products;
2. supply all official documents required by the international law, especially for shipping purpose;
3. provide WCH with all information, instructions, recommendations, precautions and restrictions for the handling, transport and storage of these Products
   1. 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**

* 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.
  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.
  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**

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

**Article 11 – Invoicing**

* 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](mailto:financedepartment@warchild.nl).
  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.
  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**

* 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.
  2. WCH regular payment method is wire transfer. Upon WCH written approval, payment can be made in cash or by check.

**Article 13 – Liability**

* 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.
  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.
  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.
  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.
  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**

* 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.
  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.
  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](mailto: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**

* 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.
  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.
  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.
  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**

* 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**

* 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.
  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**

* 1. These Terms and Conditions and any and all Purchase Orders and Agreements with WCH are governed by Dutch law.
  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.

Date:

Name of Bidder/Company:

Name of legal representative:

Signature: