

# **Terms and Conditions Governing the RFP/RFQ Process for Suppliers/Contractors**

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TÜV Rheinland Service GmbH, hereinafter referred to as **TRG**, is responsible for managing the RFQ (request for quotations), RFP (request for proposals) and auction processes for and on behalf of companies belonging to TÜV Rheinland Group. The following information has been created for participating suppliers, hereinafter referred to as the **Supplier**, to provide information and guidelines on the processes and associated expectations.

## 1 General

The Supplier shall ensure that the quotation and subsequent performance of services is fully compliant with all legal requirements, directives, health and safety regulations, TRG guidelines governing the conduct of external companies at TRG locations and any other standards and guidelines as may be applicable. Any additional conditions that apply to the quotation and performance of services must be set out in writing and shall also become an integral part of the business arrangement.

The Supplier assures TRG that, for the performance of said services, it shall employ only persons subject to social insurance contributions, and shall provide evidence of this on request. All persons employed by the Supplier must have the necessary language skills for the performance of said services (German if within Germany; otherwise English).

For the performance of the services, the Supplier shall use only products and procedures of proven environmentally sound origin and which comply with all applicable environmental regulations in terms of their manufacture, use and disposal. Relevant data sheets must be supplied for all hazardous substances.

The Supplier shall supply the items in their original state as requested. Alternatives shall only be permitted if this is expressly agreed in the RFP. Any documents and tables must be completed as stipulated and without any amendments. Unsolicited alternative quotations or amendments to documents will result in elimination of the quotation.

Construction contracts shall be awarded only upon provision of an exemption certificate for income tax relief pursuant to Section 48b para. 1 (1) of the German Income Tax Law (EStG).

The Supplier shall describe all the Supplier processes required in connection with the quotation submitted or performance of services.

When submitting the quotation, please note that the products and/or services offered must be listed in an electronic catalogue unless expressly agreed otherwise. A related procedure for the RFP process is available for inspection. For international RFQs, the catalogue, including any required illustrations and accompanying technical documentation, must also be provided in the languages required.

## **2 Quotation costs**

The Supplier shall bear all costs relating to the quotation process, irrespective of whether or not the contract is awarded, including any associated expenses (such as travel expenses, telecommunications, concept creation and configuration designs).

The following services provided as part of the quotation preparation process are free of charge:

- Quotation revision
- Quotation preparation, submission and presentation
- Quotation-related negotiations

Should any costs arise from special consulting services, TRG must be informed of these before the quotation is drawn up. The Supplier and TRG will then take a joint decision regarding arrangements for the quotation preparation. In all other cases, the Supplier shall not be entitled to assert any claims arising from the quotation creation process against TRG at any time.

## **3 The rights of TRG**

TRG shall have no obligations towards the Supplier at any time during the quotation phase and reserves the right to:

- Amend, supplement or reissue content/documents relating to the RFP
- Withdraw the RFP or a related document
- Specify, reschedule or cancel, at its own discretion, the type, location, time and scope of negotiations
- Terminate the negotiations at its own discretion.

## **4 Commercial evaluation of quotations**

Submitting the lowest priced quotation does not automatically result in being awarded the contract, even if it appears to be the most cost-effective quotation. TRG is not obliged to accept any quotation. No costs will be reimbursed for rejected quotations.

When evaluating quotations, TRG will also take into account any reciprocal business arrangements between TRG and the Supplier (test marks, certifications, expert reports etc.). The onus is on the Supplier to demonstrate potential reciprocal business opportunities as regards the RFP.

Any attempted bribery on the part of the Supplier during the RFP process, including in particular the offering of monetary or non-monetary gifts, or dining or event invitations, will result in the automatic elimination of the Supplier.

Acceptance of a quotation shall be at the sole discretion of TRG. A quotation shall be deemed accepted only upon written notification of acceptance.

## **5 RFQ/RFP**

During the RFQ/RFP phase, the intention is not to enter into a legally binding contract. The RFP is a request for a supplier to submit a quotation or proposal based on the RFP. As a rule, further discussions then take place on the basis of the quotation submitted.

## **6 Process evaluation**

When awarding contracts, TRG focuses on the optimal integration or design of business processes.

Key criteria in this respect include:

- Fulfilment of all requirements from the RFP
- Competence of service provision
- Supplier's financial situation
- Reference clients
- Price/performance ratio offered
- Reciprocal business arrangements

In individual cases, TRG reserves the right to request additional information about aspects of the quotation in order to verify and evaluate the calculations for the services quoted. The selection criteria provided above are not intended to be exhaustive and are not listed in order of importance.

## **7 Basis of the business relationship**

Unless expressly specified elsewhere or agreed otherwise, the general Terms and Conditions of Purchase of TÜV Rheinland Group shall apply. Quotations must be submitted on the basis of the Terms and Conditions Governing the RFP Process, under observance of the following:

- 7.1 When performing the service, the Supplier or contractor shall comply with all applicable laws, directives and accepted engineering practices.
- 7.2 The Supplier agrees to observe and abide by all principles, codes of conduct and compliance regulations of TÜV Rheinland Holding AG. You will be duly provided with all documents relating to this. Adherence with the following principles is obligatory for all Suppliers entering into a business relationship with TÜV Rheinland:

1. TÜV Rheinland is a member of the UN Global Compact and upholds the principles of this initiative. We encourage our business partners to also sign up to the principles of the UN Global Compact and expect our Suppliers to unreservedly observe and abide by these principles (see [www.unglobalcompact.org](http://www.unglobalcompact.org) for more information).
2. The Supplier must comply with all applicable laws and directives WITHIN THE COUNTRY OF PERFORMANCE under observance of the most exacting local standards, including those relating to manufacturing, pricing, selling and marketing.
3. TÜV Rheinland is entitled to arrange for audits to be performed, including at the Supplier premises, to ensure that these principles are being observed. In this regard, it is the responsibility of every single company to ensure its observance of the principles and rules listed in 7.2 1. and 7.2 2.
4. In respect of the above audits, the Supplier grants TÜV Rheinland unrestricted and uninterrupted access to its business premises and all relevant records. TÜV Rheinland is also granted such access without prior notice.
5. **Child labour**  
**The Supplier guarantees** that it will protect the basic rights of children. The Supplier asserts that it does not use child labour in any form. All Supplier employees must be above the minimum age limit for employment as defined by the country legal of performance or at least 15 years of age\*, whichever is older. Young persons employed by the Supplier who are not classed as children (i.e. those over 15 years of age) shall be employed in accordance with the applicable laws and regulations governing the employment of young people.  
*\*Cf. Protection of Young People Directive 94/33/EC of 22 June 1994, Section 1, Articles 1 & 4.*
6. **Voluntary nature of the work**  
The Supplier asserts that it is not involved in forced labour practices or any other form of involuntary work. In particular, employees of the Supplier must be entitled to terminate their employment under observance of a reasonable period of notice.
7. **Coercion and harassment**  
The Supplier guarantees that its employees are treated with dignity and respect and not subjected to corporal punishment, threatened violence or any other form of physical, sexual, psychological or verbal abuse.
8. **Discrimination**  
The Supplier asserts that its employees do not face or suffer any form of discrimination. In particular, the Supplier shall not, either by its recruitment or management practices, discriminate against its employees on the basis of nationality and country of origin, religion, age, social or ethical background, sexual orientation, gender, political beliefs or disability. This also extends to salaries, benefits, promotions, disciplinary measures and the termination of employment contracts.

#### **9. Right to collective negotiations**

The Supplier respects the right of the employees to join together/establish organisations, peacefully and in accordance with the law, with the purpose of participating – without reprisals – in collective negotiations with the management of the Supplier to openly discuss working conditions.

#### **10. Health and safety**

Employees of the Supplier enjoy a workplace that is fully compliant with all pertinent health and safety laws and regulations, designed to prevent accidents and health hazards. Minimum requirements include a guarantee that appropriate access is provided to drinking water and sanitation, fire safety as well as sufficient lighting and ventilation.

#### **11. Wages and salary**

TÜV Rheinland and the Supplier agree that wages are essential to meeting the basic requirements of the employees. At the very least, the Supplier shall observe all wage laws, working hours directives and working practice guidelines applicable at the place of performance. This includes laws and directives governing minimum wages, overtime, maximum working hours, piece rates and other components of remuneration.

#### **12. Remuneration for overtime**

The Supplier ensures that, in addition to a salary for contractually agreed working hours, its employees receive remuneration for any hours worked over and above these contractually agreed hours, in accordance with the national laws of the country of manufacture. If there are no legal regulations in said country, remuneration for overtime should, at the very least, be paid at the same rate as the usual working hours.

#### **13. Environmental protection**

The Supplier observes all applicable environmental laws, rules and directives. Where possible, the Supplier shall offer environmentally friendly products or fair-trade products at a price equivalent to that of conventional products.

#### **14. Subcontractors**

The Supplier shall not employ any subcontractors to manufacture its products who do not observe the principles described in 7.2 2. and nos. 7.2 5. to 13.

#### **15. Anti-corruption and anti-bribery measures**

The Supplier shall not:

- Offer or guarantee employees, agents, representatives or any authorised persons belonging to TÜV Rheinland or third party business associates of TÜV Rheinland any money, gifts, trips or other such favours with the intention of procuring an advantage.
- Become involved in any form of negotiation resulting in the Supplier issuing funds for unlawful or immoral purposes, including those of a monetary nature, in order to procure an advantage.
- Offer employees of TÜV Rheinland or their family members monetary or other favours
- Transfer or utilise funds from unlawful and immoral business dealings with the intention of concealing the source of provenance of said funds (money laundering) or use funds whose provenance cannot be documented or from dubious sources.

The Supplier shall monitor its employees accordingly to prevent any injury to TÜV Rheinland as a result of misappropriation of funds, fraud, theft, damage or loss.

Conflicts of interest of any kind (resulting from equity holdings in or the performance of services for competitors) must be disclosed.

The provision of incorrect, misleading or manipulated information in the course of the RFP process, award procedure or performance of services constitutes a criminal offence against which TÜV Rheinland may take immediate legal action. TÜV Rheinland reserves the right to disqualify the Supplier, claim for damages and cancel any business relationship with immediate effect.

- 7.3 The Supplier is responsible for ensuring that appropriate procedures are followed for performance of the services. This also applies if the Supplier or contractor commissions subcontractors or consultants for performance of the services.
- 7.4 Should the Supplier or contractor learn that the basis of the business relationship has been infringed, it must notify TRG of this immediately to limit any damage incurred by TRG. The Supplier or contractor agrees to fully cooperate in the examination of irregularities.

For further explanations, visit:

<http://www.icc-deutschland.de/>



## **8 Confidentiality**

The Supplier asserts that it shall treat all information to which it becomes a party in the course of the RFP/RFQ process as confidential. Information may only be disclosed to employees as a basis for the creation of the quotation and performance of the services.

If, after being notified of the RFQ/RFP, the Supplier does not submit a quotation, it hereby expressly agrees to destroy all documents and information relating to this, including any copies. The Supplier shall treat all information received in the course of the RFQ/RFP process as confidential and will not divulge it to third parties.

The Supplier must not transfer the RFP or any copies of information relating to the RFQ/RFP to subcontractors or other third parties (consultants for instance) without the express permission of TRG and will be held liable for any infringements of this.

All documents and quotations received by TRG in connection with the RFQ/RFP become the property of TRG.

## **9 Disclaimer**

The Supplier must make sure that they are fully cognisant of the information contained in the RFP and accompanying documents, in addition to the risk assessment and costs of undertaking such work.

The Supplier bears sole responsibility for any additional findings regarding additional data or relevance of data. TRG shall not be liable for the correctness, accuracy, completeness or similar of the data or information contained in the RFP or accompanying documents. This also applies to interpretations and opinions contained in the documents referring to the RFP. All information relates only to the RFP process.

The Supplier participates in the RFP process on condition that it waives any right to assert claims on the basis of erroneous data and information that may be contained in the RFP and accompanying documents.