



**Special Terms and Conditions of Purchase, MAN  
General Procurement, for Blanket Purchase Orders  
for Construction Services (Version: 06/2018)**

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# Special Terms and Conditions of Purchase, MAN General Procurement, for Blanket Purchase Orders for Construction Services (date: 06/2018)

## 1 Validity of the contractual conditions/contractual elements

### 1.1

These conditions shall supplement:

- The MAN General Terms and Conditions of Purchase, General Procurement Division
- The MAN General Terms and Conditions of Purchase, General Procurement Division, for Facilities and Construction Works
- The MAN General Terms and Conditions of Purchase, General Procurement Division, Construction Services
- The MAN General Terms and Conditions of Purchase, General Procurement Division, for Blanket Purchase Orders.

### 1.2

The contractual elements shall appear in the following order of priority, as far as available and not otherwise agreed:

#### 1.2.1

- The MAN order letter for individual call-off orders

#### 1.2.2

- The MAN order letter for blanket purchase orders

#### 1.2.3

- The minutes of negotiation meetings in chronological order

#### 1.2.4

- These Special Terms and Conditions of Purchase

#### 1.2.5

- The MAN General Terms and Conditions of Purchase, General Procurement Division, for Blanket Purchase Orders

#### 1.2.6

- The Special Terms and Conditions of Purchase, MAN General Procurement Division, for Construction Services with the additional contractual elements listed in Para. 2.4.4 onwards therein

## 2 Work performance

### 2.1

The services owed by the contracting party chiefly include such services as are to be performed in the plants, and thus under ongoing production conditions. The contracting party must set up and perform all their work in such a way that the MAN production process will generally not be impaired and, in exceptional cases where such impairment is unavoidable, that the MAN production process is impaired as little as possible, and never beyond the extent agreed with MAN for the individual call-off order.

Specifically, continuous deployment of the contracting party's personnel is not guaranteed.

Furthermore and wherever possible, the contracting party shall also be obliged to perform their work during non-production times, i.e. the contracting party must respond to corresponding call-off orders at all times, including Sundays and public holidays. As a general rule, the contracting party is obliged to begin their work within one working day and complete it without undue delay.

In exceptional special cases, the contracting party shall be obliged to begin work immediately upon receiving notification of the issue.



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### **2.2**

The contracting party must organise their operations in such a way that call-off orders placed by MAN between 7:30 and 16:30, Mondays to Fridays, can be taken by a member of staff. Outside these hours, the contracting party must ensure that a Facilities employee who is authorised to take action is available on call via mobile telephone at all times (date: 1/12/2014).

## **3 Settlement**

### **3.1**

The total order value acts as a limit on the order value as described in Para. 3.3 of the MAN General Terms and Conditions of Purchase, General Procurement Division, for Blanket Purchase Orders.

The distribution of the maximum number of items from the schedule of services that are actually ordered up to this value may be subject to dramatic fluctuations; as such, the premises are also non-binding in this regard. There is no entitlement to the ability to place call-off orders for individual items.