



**MAN General Terms and Conditions of Purchase  
for Cleaning Services,  
General Procurement Division (version: 01/06/2018)**



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# MAN General Terms and Conditions of Purchase for Cleaning Services, General Procurement Division (version: 01/06/2018)

## 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.

### 1.2

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

#### 1.1.1

- The MAN order letter

#### 1.1.2

- The minutes of negotiation meetings in chronological order

#### 1.1.3

- These Terms and Conditions of Purchase

#### 1.1.4

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

#### 1.1.5

- The MAN operational resources specifications

#### 1.1.6

- The service request or service description (with particular, but not exclusive reference to the specifications) issued by MAN.

#### 1.1.7

- The relevant generally recognised technological guidelines, particularly the relevant DIN standards.

## 2 Regulations relating to service provision

### 2.1

The service provision shall constitute the rendering of the ordered cleaning services in a complete, flawless and timely manner.

### 2.2

The contracting party shall provide all the staff required and shall perform the services using employees of its own company. The contracting party shall be obliged to employ only reliable employees for this purpose, and shall provide MAN with proof of their reliability by carrying out sufficient checks prior to delegating cleaning duties at MAN and by providing its employees with sufficient instructions and monitoring them while they perform the cleaning duties.

If, in exceptional cases and with the permission of MAN, subcontractors are used to perform the contractual cleaning services, the contracting party shall be obliged to conclude a written agreement with the subcontractor in which all the obligations incumbent upon the contracting party in relation to the MAN order are passed undiminished to the subcontractor.



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### **2.3**

The contracting party shall provide all the machinery, equipment, cleaning and care products required to carry out the cleaning services. Only those machines, equipment and products, etc., which comply with public-law and contractual regulations and provisions may be used to perform the services. The contracting party shall guarantee that the cleaning procedures and cleaning materials that it uses shall not pose any health risks to individuals. Furthermore, in its capacity as a specialist contractor, the contracting party shall guarantee that the cleaning procedures and cleaning materials that it uses shall not result in any indirect or direct damage to the objects or surfaces being cleaned.

### **2.4**

The contracting party, its employees and any subcontractors employed in exceptional cases with the permission of MAN shall not be allowed access to the business processes, commercial documentation, files, etc. of MAN. Furthermore, the contracting party, its employees and any subcontractors employed in exceptional cases with the permission of MAN shall not be permitted to use any of MAN's facilities, with the exception of the sanitary facilities.

The contracting party, its employees and any subcontractors employed in exceptional cases with the permission of MAN shall be obliged to hand in any objects found in the areas to be cleaned to MAN or to an office designated by MAN without delay.

### **2.5**

The contracting party shall be obliged to replace individual employees or all employees deployed in a specific area/premises at the justified request of MAN. This action may, for example, be justified in the event that a criminal offence relating to the assets of MAN, its employees or authorised partners occurred in the area/premises in which the employee or employees in question were deployed, and that it is impossible to exclude a connection with the cleaning services carried out by the contracting party's employee(s), or in the event that parts or all of the contractual cleaning services are repeatedly not being carried out in accordance with the order-related specifications in certain areas/premises. This regulation shall apply accordingly to any subcontractors employed in exceptional cases with the permission of MAN.

### **2.6**

MAN shall be entitled to alter the scope of services, including the manner of their execution and the time of performance, and to issue alternative instructions. The contracting party shall be obliged to perform these alternative services, unless the contracting party's premises are not equipped to do so or this cannot reasonably be expected on other grounds.

On this basis, the contracting party shall also be obliged to perform special cleaning services, cleaning services in the wake of construction and painting works and similar services, insofar as these are not already included in the scope of the agreed service provision.

## **3 Employee Assignment Law (AEntG)**

The contracting party shall be obliged to indemnify MAN against all claims of its employees, the employees of its subcontractors and the employees of all other subordinate subcontractors as well as any lenders and social security funds in accordance with Article 1 Employee Assignment Law (AEntG). If the contracting party fails to fulfil its obligations arising from the AEntG, MAN shall be entitled to terminate the contract for good cause. The same shall apply if a subcontractor of the contracting party repeatedly fails to fulfil its obligations arising from the AEntG.