

Special Contractual Terms of the State of NRW to Ensure Compliance with the Collective Agreement Compliance and Public Procurement Act of the State of North Rhine-Westphalia (BVB TVgG NRW)

The Contractor is obligated to comply with the requirements set forth in the Collective Agreement Compliance and Public Procurement Act of the State of North Rhine-Westphalia. Other contractual terms remain thereby unaffected. With regard to the above, the parties hereby conclude the agreement set forth below.

1. Compliance with minimum work conditions

1.1. The Contractor is obligated

- a) for work/services provided under
 - a collective agreement, as amended, declared generally binding under the Collective Agreements Act as amended in the Announcement of August 25, 1969 (BGBl. I p. 1323)
 - a collective agreement affected by the Employee Secondment Act of April 20, 2009 (BGBl. I p. 799) declared generally binding under the Collective Agreements Act as amended in the Announcement of April 20, 2009, or
 - an executive order, as amended, issued in accordance with §§ 7, 7a or 11 of the Employee Secondment Act or § 3a of the Temporary Staffing Act as amended in the Announcement of February 3, 1995 (BGBl. I p. 158) to grant the Contractor's employees (excluding apprentices) the minimum work terms or better, including minimum pay rate, as stipulated in the applicable collective agreement or required by executive order for performance of the procurement contract.
- b) to pay the Contractor's employees (excluding apprentices) for work relating to public road and rail transportation (§1 para. 3 TVgG) in performance of the procurement contract, at a minimum, the pay rate required under a representative collective agreement with a labor union qualified to conclude a collective bargaining agreement applicable for the type of work to be provided, observing the modalities defined therein, and to implement any amendments made during the period of work performance.
- c) to pay the Contractor's employees (excluding apprentices), at a minimum, the general minimum wage defined under the [Minimum Wage Act](#) per the Announcement of August 11, 2014 (BGBl. I p. 1348), as amended. This obligation shall also apply if the applicable pay rate per items a) and b) is less than the minimum pay rate per the Minimum Wage Act.

1.2. The Contractor shall ensure that any subcontractors involved in performance of the contract likewise fulfill the obligations per item 1.1.

1.3. Item 1.1 letter c) only applies if the work required per the tender invitation is to be performed within the territory of the Federal Republic of Germany. Item 1.1 letter c) does not apply for contractors falling within the scope of § 224 paragraph 1 sentence 1 or paragraph 2, or of § 226 of Book Nine of the Social Code.

2. Right to monitor and verify

The Contractor is entitled to verify compliance with the obligations specified under item 1 during the course of contract performance. To enable such, the Contractor is obligated

- (1) to provide to the Procurer upon request the documentation necessary to fully verify compliance with the obligations specified under item 1. Any personal data contained in such documentation is to be presented in anonymized form, in compliance with data privacy laws.
- (2) to advise the Contractor's employees that such monitoring/verification may be conducted.

3. Termination for cause, contractual penalties

3.1. The Procurer may terminate the contract for cause without observance of a notice period under certain circumstances, including

- a) for breach of the obligations per item 1 by the Contractor
- b) for failure on the part of the Contractor to ensure that any subcontractors comply with the obligations per item 1, or
- c) for failure on the part of the Contractor to meet the obligations per item 2.

3.2. For the cases per item 3.1., the Contractor agrees to pay a contractual penalty of one percent of the contract value, or five percent of the contract value in case of repeat violations. This shall not apply if the Contractor is not at fault for the breach of obligations. The assertion of further damage claims by the Procurer is not excluded, but the amount of contractual penalties paid is deductible from the amount of further damages due to the Procurer.

3.3. The further rights of the contracting parties are not affected by items 3.1. and 3.2.