



# TENDER 2015



EFFECTIVE AS OF JANUARY 1<sup>ST</sup>, 2016

**Note:** Authentic text in English.

These conditions, effective as of January 1<sup>st</sup> 2016, are the result of negotiations between the Nordic Association of Freight Forwarders and the following organisations:

**DENMARK:**

The Danish Chamber of Commerce (Dansk Erhverv)

**FINLAND:**

ICC Finland and Finnish Shippers' Council

**NORWAY:**

Confederation of Norwegian Enterprise (NHO) and  
Federation of Norwegian Industries (Norsk Industri)

**SWEDEN:**

The Confederation of Swedish Enterprise (Svenskt  
Näringsliv)

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§ 1

Any and all information given by either party shall be considered classified and may not be distributed to third parties including consultants without prior written consent from the other party. Notwithstanding right to compensation in accordance with general laws of tort, if the non-disclosing party proves that information has been distributed in violation of this provision, the other party entitled to a lump sum compensation of SDR 5,000 for each violation unless the actual loss suffered is proven to be another amount.

§ 2

If the freight forwarder tenders his offer in a tender round put forth by the customer, then the freight forwarder is entitled to compensation for the work done in making the tender, in cases where the freight forwarder does not win the tender round.

Such compensation shall be based on the time dedicated by the freight forwarder on the bid, unless the customer proves that the amount is unreasonably high. If the freight forwarder concludes a contract with the customer based the tender round, then the freight forwarder is not entitled to independent compensation for making the tender.

§ 2 only applies if the entire tender documents consist of more than 20 standard-pages and if the tender documents are sent to more than 3 freight forwarders.