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# TÜRKİYE INBOUND ROAD TRANSPORT

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## TENDER INVITATION LETTER

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## INTRO

As part of a series of Sourcing Initiatives, Türk Prysmian Kablo ve Sistemleri A.Ş. (PRYSMIAN) are undertaking a joint project to manage their Inbound Road transportation.

PRYSMIAN desires to engage Carriers and/or Carrier (Freight Forwarder)s (Participants), under the terms of this Document, to provide FTL freight services, and Participants desires to provide such services to PRYSMIAN in accordance with the terms and conditions of this document and all the attachments provided.

PRYSMIAN is focused on solidifying strong carrier relationships in order to provide the most cost effective, reliable and competitive services.

The objective of this bid is to develop a deep understanding of carriers' economics, capacity and capabilities specifically as they relate to PRYSMIAN needs.

The RFQ will be issued to several Participants, after the first round, Prysmian will launch a final round to the shortlisted Participants. Decision factors include (but are not limited to) the following:

- Cost competitiveness
- Capacity to handle lanes and volumes
- Ability to meet Prysmian requirements
- Financial stability
- Demonstrated performance

Prysmian reserves the right to refuse any offer and to accept only partial offers.

The aim of this document is to provide an overview of the Terms and Conditions that will be applicable for the provision of Road Transportation Services to Prysmian by the Carriers (Freight Forwarders / Participants) identified.

The participation of the RFQ is free for all the Participants, the Participants agree to not require any compensation to Prysmian for the RFQ participation in any case, including the RFQ won't be awarded, the Participant is excluded in any step of the project or if there won't be a contract agreement after the awarding.

## CONFIDENTIALITY

This RFQ is confidential and proprietary to Prysmian Group. Prysmian Group reserves the right to recall this RFQ in its entirety or in part. The information contained in or clearly related to this RFQ (hereinafter: "Information") is proprietary to Prysmian Group and shall be treated by potential carriers as confidential. The carrier shall use the Information only for the purpose of preparing a response to this RFQ. The Information may not be used or shared with other parties for any other purpose without Prysmian Group prior written consent.

Except as required by law, any copies or versions of the Information, whether on paper or contained in computer systems, shall be returned to, or deleted, destroyed or otherwise eliminated as soon as Prysmian Group has chosen a carrier or has decided to stop the project. Even if you do not intend to respond to this RFQ, it is obligatory to maintain confidentiality in all matters related to this RFQ, including the fact that this RFQ was issued.

Notwithstanding the foregoing, you may make this document available to those employees who need to know its contents in order to participate in the preparation or response pursuant to this RFQ.

All of Participant's pricing information submitted in response to this RFQ will be considered confidential. Any additional material that a carrier feels Prysmian Group should consider as confidential should be clearly marked 'confidential' by that carrier prior to submission.

Unless otherwise specified, Prysmian Group reserves the right to copy the Participant's response for distribution to its employees and advisors on a need-to-know basis. Prysmian Group shall retain all copies of proposals submitted. Prysmian Group when awarding this business reserves the right to use dynamic selection process based on best sustainable price per lane achieved or any other factor or evaluation.

Please note the quantitative data (shipment databases) are only a snapshot of the historical data, it does not constitute a commitment of the future volume or the volume that will be awarded

## TOOL TO SEND THE OFFER

For the tender you must use the eSourcing Portal of Prysmian Group – PRY-SOURCE  
<https://pry-source.prysmiangroup.com/> :

Main benefits in the use of the web portal are:

- Transparency of the process
- Same conditions to all participants
- Information traceability

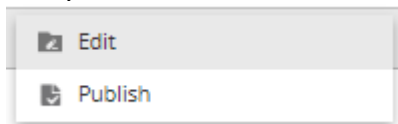
- Respect of the deadlines
- Efficiency and effectiveness of the information flows
- Full access to the information at any time

The request for clarifications (any question of doubt related the services, the requirements, or the commercial conditions) must be sent into PRY Source in the section Project Forum of the RFQ in PRY-SOURCE.

PROJECT FORUM

The section is placed on top right of the system.

Please remember to write the question and click on “SAVE” then you must click on “PUBLISH”



Please review the Project Forum section, during the sourcing phase, to be informed of any potential clarification or additional information.

All offers must be submitted through PRY-SOURCE by the deadline indicated in the portal itself and in accordance with the documentation included in the tender.

Offers that are not in line with these criteria will not be accepted.

## HOW TO SUBMIT OFFERS

You must fulfill both technical and commercial section.

The main steps are:

- Fill in the technical questionnaires
- Complete the quotation matrix
- Attach all documents requested by the customer and any other you feel are important for PRYSMIAN to have.

For the economical part you must fill in all the fields of your interest (Leave empty all the shipments you are not interested in).

The system will not accept offers after the deadline.

## SERVICES DESCRIPTION

Prysmian Group in Türkiye is industrial societies manufacturing and commercializing all types of energy and telecom cables, wires and their accessories. They want to organize the inbound road transport of a certain number of products in departure of other plant of Prysmian Group

and suppliers of PRYSMIAN to plant located in Türkiye.

Society of Prysmian Group in Türkiye is :

Türk Prysmian Kablo ve Sistemleri A.Ş. located in Ömerbey Mahallesi Bursa Asfaltı Caddesi No:51, Mudanya / BURSA - TÜRKİYE

PRYSMIAN GROUP wants to work with road transports with good quality of service and within the transit times indicated in Specifications.

This tender is not including the transport of High-Voltage cables which requires special transports.

The types of goods that the carrier will have to transport:

- wooden drums with cable that need to be fixed on truck with wooden floor (**See the procedure annex to this RFQ**)
- Pallets with cardboard boxes

For all services done for Prysmian Group, carriers must respect the rules of Art and current regulations and applicable legislation (maximum weight authorized, driving time/day, etc.).

The transport provider undertakes to respond to all transport requests made by Prysmian Group as following:

#### Transportation and Shipping Conditions

1. Trucks transporting drums shall be equipped with wooden flooring, as the drums are secured to the truck floor using nails.
2. All trucks must allow for side loading and unloading to facilitate operational efficiency.
3. All cargo must be properly secured using appropriate straps to prevent movement during transit.
4. Booking requests shall be forwarded to the transportation company no less than 2 and no more than 7 days prior to the requested loading date.
5. Partial shipments, for which bookings are submitted on or before Wednesday, are expected to be dispatched within the same week or within three business days.
6. Upon completion of loading, all relevant documentation and loading details shall be shared with our department via email without delay.
7. At certain origin locations, a time slot must be reserved in advance for the loading of goods.

The carrier can send their own trucks or subcontract a transport to answer the petition of Prysmian.

The subcontracted carrier must comply with all the specifications and requirements agreed with the contracting party, without being able to claim ignorance in case of problems.

During the execution of the transport services awarded, the responsibility of carriers is limited except in case of main incidents listed below and according to the maximum limits of 6,67€/kg damage as basic legal insurance.

By main incidents, Prysmian Group considers:

- Use of non-conform unloading material vs what was indicated in the transport order
- No respect of the safety measures in case of stop, no matter the stop duration, during the transport
- In case of inexcusable fault (according to the law) done by the carrier

The Carrier guarantees full collaboration in the event of implementation of new technologies related to TMS transport management by Prysmian Group. In case Prysmian decides to develop TMS tool, the carrier will accept and support updates in the method of communication, booking and management of transport documents.

For all services, in case of incident or any issue happening before during or after the shipment, Prysmian Group must be informed first by carriers as soon as possible.

Subcontracting is authorized for all inbound transports but carriers will always be responsible of their subcontractors. Also, all subcontractors need to respect security rules, specifications and internal regulations of Prysmian Group and his clients.

The details can be found in the Specifications sent by Prysmian Group in Pry-Source. Please carefully read these documents before quoting for this tender.

The carrier has wanted to participate to this tender and agrees having considered of this document and all the others located in Pry-Source to be able to quote.

## TIME SCHEDULE FOR TENDERING

The estimated timeline for the sourcing project is shown in the table below, the dates can be modified without any prejudice for the validity and integrity of the process:

TENDER PHASE	START DATE	END DATE
<b><i>NDA COLLECTION</i></b>	<b><i>05/03/2024</i></b>	<b><i>19/12/2024</i></b>
<b><i>ROUND 1</i></b>	<b><i>23/06/2025</i></b>	<b><i>04/07/2025</i></b>
<b><i>ANALYSIS &amp; SHORTLISTING</i></b>	<b><i>07/07/2025</i></b>	<b><i>18/07/2025</i></b>
<b><i>FINAL ROUND</i></b>	<b><i>21/07/2025</i></b>	<b><i>28/07/2025</i></b>
<b><i>ANALYSIS, MEETING AND AWARDING</i></b>	<b><i>29/07/2025</i></b>	<b><i>20/08/2025</i></b>
<b><i>CONTRACT NEGOTIATION</i></b>	<b><i>22/08/2025</i></b>	<b><i>05/09/2025</i></b>



Only the suppliers with the better offer will be invited to the final round, so please, send your best offer in the first round.

## VALIDITY OF OFFERS SENT BY PARTICIPANTS

Offers compiled and sent during the RFQ phase are valid, effective and binding will be valid still 31 December 2026.

Offers, responses and information received from the Participants must be entirely complete and considered binding.

## OBLIGATIONS

The Participant is responsible for, and will guide, drivers and subcontractors to maintain all requirements to lawfully perform the services stated in the Scope.

The Participant and its subcontractors will perform the services in a professional manner, in accordance with the highest industry standards, employing trained and qualified employees who are in possession of the required labor permits and driving licenses.

At Prysmian, we are wholeheartedly dedicated to optimizing and continually improving our contracts with freight forwarders, with the primary aim of ensuring that our delivery services are not only efficient and timely but also fully compliant with all relevant regulations and standards.

The following stipulations must be incorporated into the agreement.

Specifically, the Carrier must attach the relevant transport documentation to each invoice issued for transport services, clearly indicating that the delivery has been accepted by the Recipient of the Goods. Should the Carrier/freight forwarder fail to provide the mentioned documentation, Prysmian reserves the right to delay payment of the invoice.

To ensure compliance, the following information must be included in the PDF submission:

Delivery number as the title of the PDF in Prysmian's email inbox

Date of unloading at the customer's location

These requirements are obligatory for all cross-border transports conducted by your company for Prysmian.

Adherence to these specifications is imperative for the timely processing of invoices and ensuring smooth operational procedures.

The Participant will comply with all loading, order processing, equipment and other requirements necessary to execute the service in the best manner and fully compliant with all the specific requirements listed in the attachments shared in the RFQ and / or through the Project Forum section of the RFQ.

## ASSUMPTION FOR PRICING AND INDEXATION

### **Pricing rules for transport services:**

Carriers need to fill in the different pricelists located in Pry-Source and propose their prices for each department and according to the weight ranges indicated.

Transport orders are sent by ERP connection through e-mail.

For the Turkish LTL service transportation the conversion factors are

- Volumetric rule 1 CBM = 250 kg
- Linear meter rule 1 LDM = 1.400 kg for Türkiye

Rules excluded:

- Minimum of invoicing
- Rounded weight
- Special pricing system for difficult deliveries

#### Deliveries inbound shipments origin in same departments

When carriers receive several orders the same day for the same pick-up date from the same Prysmian plant and at destination of the same province (2 digits zipcode), they must consider one single shipment.

This rule is limited to a number of maximum 3 deliveries. And carriers are asked to provide a cost price or drop price for the second and/or third delivery they do.

The Drop cost must be different for LTL and FTL service.

*For example: if the carrier proposes a drop cost of 10€/ LTL stop and receives from Mudanya (Türkiye) plant the following orders:*

- A first order to pick-up 6 tons the 1st of June and at destination of the department 06000
  - A second order to pick-up 5 tons the 1st of June and at destination of the department 06170
  - A third order to pick-up 5 tons the 1st of June and at destination of the department 06200
- ⇒ *The carrier must consider one single shipment from Mudanya (Türkiye) to province of 06 16 tons to be picked-up the 1<sup>st</sup> of June. The transport price will have to be 16 tons to be multiplied by the unit price of the relevant weight range. And to that result will be added 20€ (10€\*2 because there was a second and third stop - LTL).*

*The rule applies even for FTL, For example: if the carrier proposes a drop cost of 25€/ LTL stop and receives from Mudanya (Türkiye) plant the following orders:*

- A first order to pick-up 10 tons the 1st of June and at destination of the department 06000
- A second order to pick-up 8 tons the 1st of June and at destination of the department 06170
- A third order to pick-up 7 tons the 1st of June and at destination of the department 06200

*The carrier must consider one single FTL shipment from Mudanya (Türkiye) to Destination Area 06 To the FTL transport price will be added 50€ (25€\*2 because there was a second and third stop - FTL).*

Note: This rule is applicable only if the final price is lower than by calculating the price with the different orders separated.

### **Pricing calculation for transport service:**

To calculate the transport price, carriers need to first calculate the weight to be considered.

Therefore, they need to calculate the taxable weight. To do so, they must:

- Consider the rule relative to the relevant Prysmian plant
- Multiply the volumetric rule by the cubic meters of Prysmian shipment
  - *For example, if the domestic shipment's number of CBMs is 52 ⑦ the taxable weight will be 13.000 kg or 13 Ton.*

Then carriers need to consider the real weight of Prysmian shipment. Once taxable weight and real weight are known, carriers need to consider the highest one.

*For example, if the taxable weight is 13.000 and the real weight is 10.000 ⑦ the weight to be considered will be 13.000.*

Once the weight to be considered has been defined, carriers must multiply it by the relevant weight range's price.

*For example, if the weight to be considered is 13.000 and the unit price of 13.000-14.000 kg weight range is 0,065 €/kg ⑦ the transport price is 845€ (=0,065\*13.000).*

For FTL the cost is including the free time for loading and unloading (2 hours + 2 hours)

### **Indexing:**

*The rates placed in the offer are all-in including fuel surcharge.*

During the contract the freight costs will be updated according to the fuel cost trends as described in the 05. ANNEX\_Fuel Surcharge Mechanism\_Türkiye

The weight of fuel cost is defined as following:

LTL: 25% of the freight cost

FTL: 30% of the freight cost

There is a tolerance of 7%, if the increase or decrease of the fuel cost are within this value (7%) there isn't any impact on rates.

In case the delta between the first value of the month and the baseline value is above tolerance the impact of the fuel surcharge is multiplied for the total freight cost of the month to define the monthly impact in €.

This monthly impact can be positive (debit note) or negative (credit note). it, including the related calculation, will be any case notified to Prysmian by email by the Carrier, within the first half of the month.

Only the Freight transport costs will be potentially impacted by this indexation.

All the other costs such as drop cost, demurrage etc. will be fixed for the whole contract.

Please review the Annex 5 to verify examples of application, the application of the Fuel Adjustment Mechanism will be differentiated by Country (Türkiye)

## **KEY PERFORMANCE INDICATORS (SERVICE LEVEL)**

OTD (On-Time Delivery) based on all deliveries both of LTL and FTL

The minimum of OTD required is 97% (Minimum target 95% for FTL and 93% for LTL) according to

the transit times indicated in the Specifications and agreed between both Parties.

It is the main KPI to be respected for all carriers because it has a direct impact for Prysmian's customers.

OTD is considered as a delivery done on the right number of days agreed between both Parties, with the pick-up date equals to the required one. It means neither delivery in delay or delivery in advance will be considered as an OTD

*For example, if the carrier has done 100 deliveries. And among these deliveries, there was one delivered with one-day delay and one delivered with one-day in advance, Prysmian will consider that 99 deliveries (on 100) have been done with an OTD. In that case, the carrier would have respected the objective of 99%.*

This KPI will be monitored each month by Prysmian and by each plant with who the carrier is working.

The KPI will be determined in function of an average of all % of OTD realized with the different Prysmian plants he works with.

In case the carrier has a % of OTD below 95%, an urgent meeting will be organized between both Parties to find a solution asap.

In case the carrier has a % of OTD below 95% during three consecutive months, Prysmian Group will have the possibility to substitute the carrier partially or totally by another one (for one part of his awarding area or the totality) within an acceptable period.

## **Tender Acceptance**

### **Penalties**

The carrier must guarantee a minimum on 98% (Minimum target 95%) of loading according to the request from Prysmian, including the same-day pick-up.

This KPI is Monthly evaluated, each trip rejected above the threshold will result on 75€ penalty for FTL and 25€ for LTL.

### **Claims form Prysmian**

The Carrier must guarantee the service level, in particular the claims from Client must be very rare and any case within the 0,20% of the total shipments (Minimum target 99,2%)

For Claim it means any kind of notification about the delivery not in line with what agreed such as damage to materials, delivery out of warehouse shift, missing/wrong documents.

Once received the claim is notify to the Carrier that has 2 working days to clarify and explain what has happen, if the Carrier doesn't provide feedback or the responsibility of the Carrier is ensured the shipment is counted as a non-conformity.

This KPI will be monitored each month by Prysmian and by each plant with who the carrier is working.

In case the carrier has one of the three KPI of FTL or LTL service below the minimum target during six consecutive months, Prysmian Group will have the possibility to transfer the relative service(s), FTL and/or LTL, or to terminate the contract within an acceptable period.

In case the carrier has two of the three KPI of FTL or LTL service below the minimum target during four consecutive months, Prysmian Group will have the possibility to transfer the relative service(s), FTL and/or LTL, or to terminate the contract within an acceptable period.

In case the carrier has the three KPI of FTL or LTL service below the minimum target during two consecutive months, Prysmian Group will have the possibility to transfer the relative service(s), FTL and/or LTL, or to terminate the contract within an acceptable period.

- The Carrier (Participant) shall use its best effort to improve and increase the efficiency in providing best services in order to exceed the KPIs metrics
- Transit Times have to be the same or better of the values provided in the tender
- Any delay or discrepancy shall be immediately communicated to Prysmian
- Participant should make Prysmian Group aware of any upcoming changes in network (routing/services) or any congestions that might affect shipment.

## PENALTIES

The detailed impact of low performance(s) are fully indicated in the Annex KPI and Penalties, the performances are calculated on monthly basis for each service type (FTL and LTL).

Please review the Annex KPI and Penalties to be fully aware of the consequences in case of performance(s) not in line with Prysmian expectations

In case of delays depending on “force majeure” causes, but without a detailed notification to Prysmian shipper, within 5 days of the event, the Freight Forward (Participant) will not charge Prysmian with the applicable freight.

All the claims should be successfully resolved within 60 days from the notice.

## CONTRACTUAL FRAMEWORK CONDITIONS

The contract draft will be provided by PRYSMIAN. The contract includes, but is not limited to the following points:

- Subject of the agreement
- Quality control / KPI
- Liability and Insurance
- Remuneration
- Duration and Termination of the agreement

PRYSMIAN and the selected Carrier (Freight Forwarder) will cooperate during the whole term of the agreement in order to meet requirements of PRYSMIAN and the customer.

PRYSMIAN and the Carrier (Freight Forwarder), in case the implementation phase would be successful, will reach agreement on the terms and conditions of the contract within 3 months from the date of notification of the successful tender.

Each of the parties shall appoint for the cooperation his own manager responsible and authorized to represent as well as a deputy.

In case of dismissal and new appointment of responsible managers the other party shall be immediately informed.

A copy of PRYSMIAN’s standard transportation contract will be shared in the FINAL ROUND

The Contract duration will be 12 months with the option at sole PRYSMIAN discretion to extend for 12 additional months.

The payment terms will be 90 days from the invoice.

## TRACK & TRACE – REPORTING

The Freight Forwarder (Participant) should guarantee a free access to a real time track and tracing system to Prysmian and its affiliates and should provide a report on monthly (or weekly if required) basis with the fields defined in the example shared. The reports should be provided by the second week of the following month.

Additionally, Prysmian is implementing a system of real time tracking, based on Milestone or GPS signals. The selected Carrier must be open to collaborate, transferring the required information.

## CYBER SECURITY

The selected Participants undertake to strictly comply with the requirements of the Annex headed “THIRD PARTY OBLIGATIONS ON INFORMATION SECURITY” and [the selected Participants] shall maintain complete and accurate records of and supporting documentation in connection with such undertakings for the purpose of allowing Prysmian to verify supplier’s compliance with the provisions of said Annex. Upon its request, Prysmian and its authorized agents and representatives shall have access to such records and information for audit during normal business hours during the Term and for a period of one year after the termination or expiration of this Agreement or such longer period as may be required by Applicable Law following termination or expiration of this Agreement.

## CODE OF ETHICS

The selected Participants shall:

- a) declare it knows and accepts the Code of Ethics and the Code of Conduct (defined as "Code of Ethics" approved by the Buyer in compliance with Legislative Decree 231/2001, annexed hereto, which is an integral part of the General Conditions.
- b) undertake, in connection with the execution of the Contract, to comply with the provisions of the Code of Ethics and have all of its employees and/or collaborators and/or assistants and/or supervisors, including subcontractors, who are involved in the execution of the Contract for any reason whatever, comply with the provisions of the Code of Ethics.

The Participant convene the Buyer shall have the right to terminate the Contract, by notifying it in writing, because of the Supplier's failure (and/or of any of its employees and/or collaborators and/or assistants and/or supervisors, including the subcontractor, who is involved in the execution of the Contract for any reason whatsoever) to comply with any one provision of the Code of Ethics.

The Participant shall notify the Buyer's Supervisory Body of any infringement of the Code of Ethics it becomes aware of, also through any of its employees and/or collaborators and/or assistants and/or supervisors, including the subcontractor who is involved in the execution of the Contract for any reason whatsoever. The said information must contain a description of the events that are the basis of the infringement of the Code of Ethics, including any information about the time and place where such events took place, as well as the people involved.

The communication to the Supervisory Body shall be not anonymous, since the Supervisory Body, without prejudice for the provisions of the law, shall keep the identity of the person who makes the communication secret. Communications must be e-mailed to [odv.prysmian@prysmian.com](mailto:odv.prysmian@prysmian.com)

Prysmian Group is committed to responsibly implementing a business model that identifies sustainability as a key element in every decision.

Prysmian Group's business is conducted in accordance with the highest standards of ethical behavior, as outlined in the Group's Ethical Code and in compliance with all applicable laws and regulations, avoiding any illegal or unethical conduct.

## CONTRACT TRANSFER EXCEPTION

The selected Participants shall not, without Prysmian's prior written consent, transfer, assign and/or novate, delegate, pledge, or otherwise transfer this Agreement or any part thereof, nor any of its rights or to any third party or Affiliate, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Unless specifically authorized in writing by Prysmian, the SUPPLIER shall not sell, assign and/or transfer to any third party (including Participant's Affiliates) title to (or whatsoever benefits in), any and all of its rights (including but not limited to its receivables and associated rights of payments) towards Prysmian arising out and/or connected to the Agreement.

## SUSTAINABILITY

PRYSMIAN wants to emphasize its commitment to its environmental, economic, and social responsibilities to create a sustainable business environment. Therefore, PRYSMIAN requires from their Suppliers that regulatory requirements are covered to the maximum.

In certain cases, PRYSMIAN may want to adapt to certain standards before these standards are enforced. The Carrier (Freight Forwarder) must record and share with PRYSMIAN data on CO2 emissions connected to the PRYSMIAN transportation and distribution network, as means on transport details, routes, crossdocking network. The Carrier (Freight Forwarder) must share any environmental certifications obtained from competent bodies on their environmental performance, to be shared to Prysmian, and respond to any audits by the PRYSMIAN on this topic.

The Carrier (Freight Forwarder) guarantees a total quality approach on all activities and services rendered. At all times the Carrier (Freight Forwarder) will seek to update the quality and efficiency of its services where possible or necessary. Carrier (Freight Forwarder) will keep track of performance indicators including the services of any subcontractors under the supervision of Carrier (Freight Forwarder)'s management.

The Carrier (Freight Forwarder) must upload a presentation in the RFQ, to show capabilities and development plans in this area.