

Public tender

in accordance with the "Lower Threshold Public Award Regulation" (UVgO)

Travel partner for the 2027 ICU Cheerleading World Championships in Orlando, Florida (USA)

Tender number: CCVD WM Orlando 2027

Terms and conditions of the tender

Preliminary remark:

The tender procedure is subject to Part 4 of the Competition Act (GWB) and the "Lower Threshold Public Award Regulation" (UVgO), insofar as their provisions are applicable (cf. Section 3.1 of the General Auxiliary Provisions for Project Funding (ANBest-P; Annex 2 to VV No. 5.1 to Section 44 BHO).

1. Notification of ambiguities in the tender documents

If, in the opinion of the tenderer, the tender documents contain ambiguities, omissions or errors, the tenderer must immediately notify the awarding office of this in writing via the communication section on the platform "Deutsches Vergabeportal" (DTVP) before submitting a tender.

2. Unacceptable restrictions on competition

Tenders from tenderers who participate in an inadmissible restriction of competition in connection with this tender procedure will be excluded. In order to combat restrictions of competition, the tenderer must, upon request, provide information on whether and in what way the tenderer is economically and legally affiliated with other companies.

3. Tender

- 3.1 The tender must be written in German or English.
- 3.2 The tender must be submitted by the deadline specified by the awarding office. Tenders that are not submitted in the correct form or by the deadline will be excluded.
- 3.3 Documents requested by the awarding office after the tender has been submitted must be submitted by the deadline specified by the awarding office.
- 3.4 Tenderers are bound by the tender they have submitted until the expiry of the commitment period specified by the awarding office.
- 3.5 The tender must contain:
 - 3.5.1 The total price for the provision of the services specified in sections 2. a. and b. of the service description
 - 3.5.2 The price for personal on-site support (see section 2. c. of the service description), if the tenderer wishes to offer such support.

3.5.3 The tenderer's conditions for cancellation, in particular information on deadlines and refund regulations

3.6 All prices must be quoted in euros, including VAT, with a maximum of two decimals.

3.7 No remuneration will be granted for the submission of a tender, i.e. participation in the tender procedure. By submitting a tender, tenderers waive the right to claim any costs incurred or costs that may be incurred.

4. Suitability

4.1 As preliminary proof of suitability for rendering the services to be awarded, tenderers must submit the completed "self-declaration of suitability" with their tender. This serves as proof of the tenderer's experience with comparable projects and contains information on the tenderer's economic situation and technical as well as professional competence.

4.2 The awarding office is entitled to have a tenderer's self-declarations confirmed by requesting certificates from the competent authorities specified in the "self-declaration of suitability". Certificates that are not written in German or English must be accompanied by a translation into German or English.

5. Award

5.1 The tender documents shall form part of the contract to be concluded.

5.2 The criteria "price", "quality of the services offered", "experience of the contact person" and "personal support on site" will be used to decide on the acceptance of a tender. Details on the weighting of the criteria and the evaluation are contained in the tender documents, specifically in the document "award criteria and information on the evaluation of bids".

5.3 The award is made subject to the federal government granting the sports funding requested for the CCVD national squad for the year 2027.

5.4 A "package travel contract" within the meaning of Section 651a (1) of the German Civil Code (BGB) will be concluded with the tenderer to whom the contract is awarded. The awarding office's obligation to fulfil this package travel contract is subject to the condition precedent of receiving the requested federal sports funding for the CCVD national squad for the year 2027.

5.5 From the time the contract is concluded, the awarding office will also be referred to as the "traveller" and the successful tenderer as the "organiser".

6. Confidentiality

- 6.1 The awarding office and all tenderers undertake to treat all confidential information obtained in the course of the tender procedure and, in the event of the contract being awarded, in the course of the performance of the contract as strictly confidential. Considered as confidential are all information, documents, data and other contents
- that are expressly marked as confidential,
 - which are considered confidential by their nature (in particular technical, business, security-related or personal information), or
 - which have been transmitted in the context of non-public communication.
- 6.2 Confidential information may only be used for participation in the tender procedure or, if the contract is awarded, for the performance of the contract. Disclosure to third parties is only permitted if this is necessary for the proper execution of the procedure and the third party has been obliged in writing to maintain confidentiality.
- 6.3 The obligation of confidentiality applies to all parties involved:
- throughout the entire tender procedure,
 - in the event of the contract being awarded, also throughout the entire term of the contract,
 - and beyond that for a period of five (5) years after completion of the tender procedure or termination of the contract, unless a longer period of confidentiality is required by law.
- 6.4 The confidentiality obligation does not apply to information
- a. that was already generally available at the time of disclosure or later becomes generally available without breach of this confidentiality clause,
 - b. which can be proven to have been obtained independently and lawfully from third parties,
 - c. which was already lawfully known to a party,
 - d. whose disclosure is mandatory due to legal regulations, court decisions or official orders.
- 6.5 The awarding office shall observe the confidentiality obligation within the framework of the applicable public tender and budgetary provisions, in particular with regard to information obligations towards supervisory authorities, audit offices or in the context of review procedures. Tenderers' trade and business secrets shall only be disclosed to the extent required by law or by a final court ruling.
- 6.6 Both parties undertake to take appropriate technical and organisational measures to protect confidential information from unauthorised access, loss, theft or disclosure.

7. Provision of services

- 7.1 The provisions in Part B of the German Procurement and Contract Regulations for Services (VOL) in the version applicable at the start of the tender procedure shall form an integral part of the contract to be concluded with the successful tenderer after the contract has been awarded.
- 7.2 If the successful tenderer claims increased remuneration on the basis of Section 2 No. 3 VOL/B, it must notify the awarding office of this in writing immediately before performing the service.
- 7.3 When performing the package travel contract, the successful tenderer must comply with all legal obligations applicable to it, in particular granting employees at least the minimum conditions, including the minimum wage, which are binding for the service in question under the Minimum Wage Act, a collective agreement declared generally binding under the Collective Agreements Act with the effects of the Posted Workers Act (AEntG) or a statutory order issued in accordance with Section 7, Section 7a or Section 11 AEntG or Section 3a AÜG, and to pay women and men equal remuneration for equal or equivalent work in accordance with Section 7 (1) AGG and Section 3 (1) EntgTranspG. (StMWi Ref.: Z4-5801/21/5 dated 19 November 2019).