

Bieterfragenkatalog

Auftraggeber: Deutsches Rotes Kreuz e.V. - Generalsekretariat
Vergabeverfahren: **Call for Proposals: GRC terms of reference for the First Phase of the Anticipation Hub Strategy 2030**
Referenznummer: **Anticipation Hub Strategy 2030 Phase 1**
Bearbeiter: Julia Mühlhauser/ Christina Klingler
Stand: 07.10.2025

Bitte beachten Sie zwingend nachfolgende Antworten des Auftraggebers auf Anfragen potenzieller Bieter im Rahmen des laufenden Vergabeverfahrens. Es wird darauf hingewiesen, dass die Beantwortung von Bieterfragen als Änderung, Ergänzung bzw. Konkretisierung der Vergabeunterlagen ebenfalls Bestandteil der Vergabeunterlagen und somit Vertragsbestandteil werden.

Nr	Bezug	Frage(n)	Antwort	Beantwortung erfolgte am:
1.	VAT	For applicants who are not VAT-registered in the EU, could you confirm whether it is sufficient to provide a national business registration number instead?	We can only refer you to the website of the Federal Ministry of Finance - Fact sheet on VAT obligations for foreign operators .	7.10.2025
2.	Language requirements	Could you clarify the language requirements for project communications and deliverables? The call notes that “all legal documents will also be in German; the German version shall be legally binding.” Does this apply only to contracts, or are there requirements for project	The day-to-day language requirements for the project communication and deliverables are in English.	7.10.2025

Nr	Bezug	Frage(n)	Antwort	Beantwortung erfolgte am:
		reporting and communications to also be in German?		
3.	Intellectual Property –	Pre-existing Materials: Clause § 10 of the draft contract provides for the transfer of exclusive usage rights to the work results. However, it does not differentiate between individual work results and pre-existing materials of the contractor. Are we correct in assuming that pre-existing materials (assets) of the contractor—such as tools, instruments, methods, etc.—are only subject to non-exclusive usage rights, and that both the contractor and the client retain the right to use them freely?	As a rule, we want intellectual property rights to the work results. The bidder surely also refers to Section 9 of the contract and not Section 10. For a basic understanding: In our opinion, a distinction must be made between three categories: 1.) Works that the contractor produces for the client = as a rule, granting of exclusive rights of use to the client; 2.) Pre-existing works of third parties that the contractor incorporates into the work = as a rule, the relevant rights of use should be obtained from the third party and transferred to the client (exclusively or, if applicable, non-exclusively); 3.) Pre-existing works of the contractor that are 'incorporated' into the work to be produced for the client = usually only granting of non-exclusive rights of use, i.e. the contractor remains authorised to use the work alongside the client and may also grant further non-exclusive rights of use to third parties.	
4.	Contract Type Clarification and partial acceptance:	Upon reviewing the draft contract, it remains unclear whether the services are to be rendered as a service contract (§ 611 BGB) or as a contract for work (§ 631 BGB) and services. We kindly request clarification. Should the intention be to deliver a defined result with defined acceptance criteria to be complied with, can we assume that acceptance criteria, cooperation duties and a possibility for partial acceptance	German law also recognises hybrid forms of contracts. These are essentially service contracts, but § 6(1) stipulates acceptance where necessary. The client's intention is explained in § 6(2) sentence 2, which explains why acceptance is required during the process. It is therefore a hybrid contract	07.10.2025

Nr	Bezug	Frage(n)	Antwort	Beantwortung erfolgte am:
		will be aligned between the parties prior start of the project?		
5.	Liability Limitation	According to § 14 of the contract, liability for slight negligence is limited to foreseeable, contract-typical damages. This means that the contract does not contain a monetary cap on liability. This may result in some bidders being unable to submit a commercially viable offer due to the incalculable risk. In this context, may we suggest the inclusion of an industry-standard liability cap based on the contract value?	No. The clause is part of the house standard. Although minor adjustments to the contract may be possible, this clause requires a certain amount of procedural effort and cannot be guaranteed at this stage.	7.10.2025
6.	Data Processing Agreement	Clarification of Scope: The tender documents include a data processing agreement, and according to section 1.7 of the Terms of Reference, acceptance of this agreement is required. We kindly request clarification as to whether the processing of personal data is part of the scope of services. If so, could you please specify which categories of personal data will be involved? May we further suggest to limit liability under the DPA in the	The data processing agreements (DPAs) are regulated by the DPA officer. This can be coordinated in the second step of the process, as the data protection officer must review and approve all DPAs. The attached template serves as a model for the in-house standard to start the process. The amendment cannot be guaranteed at this stage.	7.10.2025

Nr	Bezug	Frage(n)	Antwort	Beantwortung erfolgte am:
		same way as under the main agreement.		
7.	Deadline extension	Is a extension of the deadline possible	No, the deadline cannot be extended. The tender was published on September 26, 2025, and the deadline is October 10, 2025, at 2:00 p.m. Berlin time, thus complying with the 14 days required by public procurement law.	07.10.2025