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#### 1. Introduction

UEFA EURO 2016™ will be held in France from 10 June to 10 July, 2016. In total 51 matches will be played in 10 Host Cities. Each Host City will organise an "Official Fan Zone", the main purpose of which is the public screening of the tournament matches. EURO 2016 SAS, a company set up by UEFA and the French Football Federation for the organisation of the tournament, contribute to the "Official Fan Zone" by providing a part of the Official Fan Zone Infrastructure. "EURO 2016 SAS" wishes to select a company for the provision of giant screens, light & sound and scaffolding (giant screen constructions) services for the UEFA EURO 2016™ Official Fan Zones (the "Services") and for such purposes, EURO 2016 SAS intends to organise a tendering process ("Tender").

## 2. The Selection Process

The process for the selection of a company(ies) for the provision of the Services for UEFA EURO 2016™ Official Fan Zones, as currently planned, is divided into two-phases:

- \* Phase 1 Invitation to Express Interest: the initial, pre-Tender phase during which EURO 2016 SAS collects information regarding the candidate(s) based on which it evaluates eligibility of such candidate(s) to participate in Phase 2;
- \* Phase 2 The Tender: the tender for the selected candidate(s) and/or any other entities invited by EURO 2016 SAS, during which EURO 2016 SAS will evaluate proposals and subsequently select and appoint a qualified company for the provision of the Services.

All participants selected in phase 1 will receive the Invitation to Tender document ("ITT"), which will set forth all applicable terms and conditions for the Tender.

To give each candidate(s) an overview of the timing and further proceedings, EURO 2016 SAS has put into place the following tender process plan (which may be subject to change at any time, as deemed necessary by EURO 2016 SAS):

Candidate(s) receive Invitation To Express Interest	5 December 2014
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Candidates to submit Expression of Interest	31 January 2015
1	
Selected entity(ies) receive the ITT	3 March 2015
1	
Selected entity(ies) submit their proposals for the tender	30 April 2015
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Evaluation, clarification, selection of proposal(s),	29 May 2015
contractual terms and fees agreed	
1	
Contract signed	30 June 2015



# 3. Submissions of Expression of Interest

In order to be considered eligible to participate in the Tender, interested candidate(s) shall respond to this ITEI by submitting the relevant information and documentation as set out below.

Candidate(s) shall submit to EURO 2016 SAS an official letter, on headed notepaper and in English or French (the "Letter") expressing their interest in participating in the Tender and requesting the ITT, by **31 January 2015 at the latest**. The Letter shall include the following supporting information:

- \* Full details of the return address and contact person for all matters in connection with this ITEI;
- \* All of the information/documents in English or French required in Section 4 below entitled "Required information and documentation";
- \* The "Statement of Undertaking" in the form provided in Appendix 1 below, duly signed by an authorised representative from the interested company; and
- \* Documentation for requested "Services" in the form provided in Appendix 2 to this Invitation to Express Interest.

The Letter with all supporting information and documentation must be sent by email and in addition to in hardcopy and by registered post to the following address by no later than **18:00 CET on 31 January 2015**:

Arnaud Pugin EURO 2016 SAS 112, avenue Klébert – CS 81671 75773 PARIS CEDEX 16 - France arnaud.pugin@euro2016.fr

For general queries, please contact:

Arnaud Pugin arnaud.pugin@euro2016.fr +33 (0) 965 673 024

Incomplete submissions which do not include all of the above information and/or documentation will be immediately rejected by EURO 2016 SAS.

Upon receipt of the Letter with all required supporting information and documentation, EURO 2016 SAS shall determine, at its sole discretion, if it requires further information/documentation or clarification from any or all of the candidate(s).

In such cases, EURO 2016 SAS reserves the right to contact the relevant candidate accordingly and to request that they provide such additional information/documentation.



# 4. Required Information and Documentation

Before selection of the candidate(s) that will participate in the Tender and receive the ITT, EURO 2016 SAS shall evaluate the eligibility of any candidate(s) based on the review of the following information and documentation (all documentation must be returned in English or French):

- \* Annual reports or key accounting figures from the last three years;
- \* Proof of strong financial standing with up-to-date declarations from the inland revenue, national treasury department or other relevant governmental body;
- \* Description of proven experience in infrastructure (giant screen, light & sound, scaffolding) services in connection with large events
- \* Evidence of sufficient resources and appropriate infrastructure to provide high-class giant screens, light & sound and scaffolding services;
- \* Provision of an organisational chart with key personnel (must to be English- and Frenchspeaking and adequately trained management personnel);

#### NOTE:

- \* During the Tender, EURO 2016 SAS reserves the right to request additional information/ documentation as deemed necessary including but not limited to any guarantees.
- \* Only company(ies) able to provide all requirements will be invited to participate to the Tender, in order to have one supplier for the overall project.

# 5. Legal Provisions

- 1. This ITEI does not constitute an invitation to make offers or an invitation to participate in the Tender, nor does it constitute the basis of any contract which may be concluded upon conclusion of the Tender.
- 2. Information collected through this Invitation to Express Interest will be used by EURO 2016 SAS solely for its analysis and will not be disclosed to the public.
- 3. EURO 2016 SAS reserves the right to reject any and all submissions of expression of interest, amend or supplement any rules set up herein as well to cancel part of or the entire selection process (and/or the Tender). If part of or the entire selection process is cancelled, it may be restarted at any time and any given interested candidate may or may not be invited to participate in the new selection process, at EURO 2016 SAS's absolute discretion.
- 4. EURO 2016 SAS has taken all reasonable care to ensure that any information provided by EURO 2016 SAS in relation to this ITEI, the Tender and/or the ITT is accurate in all material respects. However, any such information is provided solely by way of explanation of the



services which EURO 2016 SAS intends to use, and neither EURO 2016 SAS nor any of its representatives, agents or employees make any representation or warranty or accept any responsibility for the accuracy or completeness of any such information. Nor shall they be liable for any loss or damage suffered by any applicants in reliance on such information or any subsequent communication made by EURO 2016 SAS.

## 5. The candidate agrees that:

- a. it (and its officers, employees, agents and advisers) shall keep confidential the terms of this ITEI and any information relating to affairs or business of EURO 2016 SAS which comes into its possession in relation to this ITEI and/or the Tender;
- b. it shall not disclose confidential information (or any parts of it) to any third party without the prior written consent of EURO 2016 SAS, which may be given or withheld in its absolute discretion (save, where required by law);
- c. it shall only be entitled to use confidential information for the purpose of the Tender; and
- d. it shall not discuss the financial terms of the Tender with rival candidates.
- 6. Each candidate is responsible for all costs, expenses and liabilities incurred in the preparation of its Letter, any responses to requests for further information by EURO 2016 SAS and any negotiation with EURO 2016 SAS following receipt by EURO 2016 SAS of its Letter (whether or not an invitation to participate in the ITT is issued). EURO 2016 SAS shall bear no liability whatsoever in this respect.
- 7. Each candidate is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this ITEI, the Tender, EURO 2016 SAS, and/or any UEFA competition (whether it is invited to participate in the Tender or not) without the prior written consent of EURO 2016 SAS, which may be given or withheld in its absolute discretion.
- 8. The appointment of the company to provide the Services will be subject to such selected company and EURO 2016 SAS entering into a long-form agreement(s) provided by EURO 2016 SAS in due course, which shall contain the full terms and conditions of such appointment.
- EURO 2016 SAS shall not be liable to any interested candidate for any costs or losses arising
  in connection the submission of information and documentation related to this Invitation to
  Express Interest.



# Appendix 1: Statement of Undertaking

Name of company:	 
Tax number:	 
Address:	

Referred to hereinafter as the "Company", hereby expresses interest in participating in the Tender for the provision of infrastructure (giant screen, light & sound, scaffolding) services for UEFA EURO  $2016^{TM}$  Official Fan Zones and requests the ITT from EURO 2016 SAS, and undertakes that:

- 1. No information provided nor representations made to EURO 2016 SAS are false, inaccurate or misleading;
- 2. None of the Company's representatives or employees shall make any form of public announcement or statement relating directly or indirectly to EURO 2016 SAS, the Invitation to Express Interest and/or the Tender to any media without the prior written approval of EURO 2016 SAS and that any non-compliance will lead to the penalty of being held responsible for any damages caused;
- 3. It (and its officers, employees, agents and advisers) shall keep confidential the terms of this ITEI and any information relating to affairs or business of EURO 2016 SAS which comes into its possession in relation to this ITEI and/or the Tender, it shall not disclose confidential information (or any parts of it) to any third party without the prior written consent of EURO 2016 SAS, which may be given or withheld in its absolute discretion (save, where required by law) and it shall only be entitled to use confidential information for the purpose of the Tender;
- 4. All intellectual property and commercial rights in relation to EURO 2016 SAS, UEFA EURO 2016<sup>™</sup>, Invitation to Express Interest and/or the Tender belong exclusively to EURO 2016 SAS and/or UEFA;
- 5. It is capable of and shall comply with all legal provisions contained in the ITEI or otherwise agreed in writing with EURO 2016 SAS;
- 6. EURO 2016 SAS shall not be held responsible for any costs, expenses and/or liabilities incurred in by the Company in the preparation and submission of the information and/or



documentation in response to the Invitation to Express Interest and/or any responses to requests for further information by EURO 2016 SAS;

- 7. Any association with UEFA, EURO 2016 SAS or UEFA EURO 2016™ in any manner whatsoever without EURO 2016 SAS's prior written approval is strictly prohibited;
- 8. EURO 2016 SAS shall not be required to invite the Company to participate in the Tender and reserves the right to organise any services related to the Tender itself or to re-open part of or the entire tendering process at a later stage;
- 9. This statement of undertaking and any related documentation shall be governed by and construed in accordance with the substantive laws of France. The place of jurisdiction shall be Paris, France;

By submitting this Statement of Undertaking (where capitalised terms shall have the meaning as defined in the Invitation to Express Interest, unless otherwise defined herein), I/we confirm that I/we have read and understood the foregoing terms and conditions issued by EURO 2016 SAS regarding the process for selection of a candidate(s) to provide infrastructure services for the UEFA EURO 2016™ Official Fan Zones, and agree that the Company that I/we duly represent is/are bound by such terms and conditions.

Signature:	 
Name and Title:	 Date:
Place:	 Official Stamp:



# Appendix 2: Documentation for requested services (Phase 1)

Please include this document along with your "Statement of Undertaking" for the UEFA EURO 2016™ Official Fan Zones Infrastructure Tender.

It is only possible to tender for all mandatory Services for all ten (10) Host Cities in France

Consequently, it is not possible to tender for:

- \* the Services for one (1) or several venues only
- \* part of the Services only (e.g. only giant screens or only light & sound or only scaffolding)

## **Mandatory Services:**

Main giant screen (planned dimensions: 60-140m²) in each Official Fan Zone, light & sound and scaffolding for main giant screen construction

The mandatory Services include the provision of all technical equipments, their transportation,, mounting and dismantling as well as their operation on-site.

#### **Optional Services:**

EURO 2016 SAS might request from the Company additional products and/or Services in connection with the UEFA EURO  $2016^{\text{TM}}$  Official Fan Zones.

Additional giant screens
Additional LED-Video curtains or panels (e.g. for decoration, for advertising)
Signage/Branding for the main giant screen frames

Please indicate by checking the boxes above, which optional products and/or Services your company will be interested in offering.

EURO 2016 SAS might conduct a separate tender process for the provision of the signage/branding for the main giant screen frames in the Official Fan Zones at a later stage.

Based on your indications, EURO 2016 SAS will decide which additional documentation for which services your company will receive should you be selected to participate in the 2<sup>nd</sup> phase of this tender.



# **Appendix 3: Definitions**

#### « Euro 2016 SAS »

The entity in France that UEFA and FFF have appointed to organise most operational matters related to UEFA EURO 2016.

## « Host City »

The local governmental body that holds and exercises administrative political and/or legislative responsibility for the city, which welcome the tournament. The French Host Cities are:

- \* Bordeaux
- \* Lens
- \* Lille
- \* Lyon
- \* Marseille
- \* Nice
- \* Paris
- \* St Denis
- \* St Etienne
- \* Toulouse

#### « Official Fan Zone »

An area in the Host Cities that is set aside by the Host City for fan entertainment and public viewing of live coverage of matches of UEFA EURO 2016 by members of the general public.





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