



UEFA  
**EURO2016**  
FRANCE



Invitation to Tender  
Host City Dressing for the UEFA EURO 2016™  
Iconic Structures – June 2015





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## 1. GLOSSARY OF TERMS

Standard terms in this document will be as follows:

<b>Agreement</b>	means the long form agreement which shall be entered into between EURO 2016 SAS and the Successful Applicant to confirm and formalise the appointment of the Successful Applicant, as provided by EURO 2016 SAS upon provisional selection.
<b>Applicant</b>	means any legal entity that submits a Proposal in response to this ITT.
<b>City Delivery Place</b>	means the facility to which the Iconic Structure where should be delivered in each Host City by the Successful Applicant(s).
<b>Commercial Partners</b>	means any persons appointed from time to time by UEFA whether as sponsors, broadcasters, suppliers, licensees or otherwise officially associated with the UEFA EURO 2016™, through any designation granted by UEFA or any other persons granted commercial rights in respect of the UEFA EURO 2016™, by UEFA.
<b>Confidential Information</b>	means any information, data or material of a confidential or proprietary nature, relating to the business and affairs of UEFA, UEFA EURO 2016™, or any other UEFA's events of activities, or to the identity, business and affairs of the Commercial Partners, suppliers, agents or subcontractors which comes into the possession or knowledge of the Applicant as a consequence of, or in connection with the Services, whether or not such information is reduced to a tangible form or marked in writing as "confidential", and any and all information which has been or may be derived or obtained from any such information.
<b>Deal Principle(s)</b>	means the fundamental and non-negotiable provisions listed in Section 10 which shall be included in the Agreement entered into between EURO 2016 SAS and the Successful Applicant, and which the Applicant, by submission of its Proposal and the Statement of Undertaking, confirms that it is capable of complying with.
<b>Delivery</b>	means the transportation of the produced Iconic Structure to the relevant City Delivery Place.



<b>Iconic Structure Design</b>	means EURO 2016 SAS will approve the design of the Iconic Structure based on the basic design proposal set out in Appendix 3. The Iconic Structure must contain design elements decided by EURO 2016 SAS such as: Tournament name, French Flag colors, Tournament look and feel, etc.
<b>EURO 2016 SAS</b>	means UEFA's subsidiary, a simplified joint stock company ("Société par actions simplifiée") with a capital of €50,000, registered under number 531 326 080 R.C.S. Paris, with its registered office at 112, avenue Kléber – CS 81671, 75773 Paris CEDEX 16 (France) which is tasked with certain organisational and administrative functions in relation to UEFA EURO 2016™.
<b>Iconic Structure(s)</b>	means the structures to be produced, delivered and installed in the 10 Host Cities and as detailed in Appendix 3.
<b>Host City</b>	means the cities in which UEFA EURO 2016™ is due to take place : Bordeaux, Lens Agglo, Lille Métropole, Lyon, Marseille, Nice, Paris, Saint-Denis, Saint-Étienne and Toulouse.
<b>Intellectual Property</b>	means any and all intellectual property rights of any nature anywhere in the world related to UEFA or any of its competitions, whether registered, registrable or otherwise (including but not limited to patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights and know how).
<b>ITT</b>	means this Invitation to Tender document and all of its appendices.
<b>Location</b>	means the specific placement and location of an Iconic Structure.
<b>Location Survey</b>	means a meeting in person at a Location conducted by the Successful Applicant's staff in order to check the feasibility of the project.
<b>Production</b>	means the production of the Iconic Structures by the Successful Applicant.
<b>Project</b>	means the Iconic Structures which shall be produced, delivered and installed by the Successful Applicant in each Host City
<b>Proposal</b>	means the binding offer made by the Applicant with the documentation submitted by the Applicant in response to this





	ITT in order to be considered in the Tender.
<b>Requirements</b>	means all instructions, details and information that must be provided in the answer to this ITT.
<b>Services</b>	means the services to be provided by the Successful Applicant in accordance with the provisions of this ITT and more fully described in Sections 4 to 6.
<b>Statement of Undertaking</b>	means the Statement of Undertaking in the form provided in Appendix 1 of this ITT, which shall be signed by the duly authorised representative(s) of each Applicant and submitted with its Proposal.
<b>Successful Applicant(s)</b>	means the Applicant(s) appointed by EURO 2016 SAS for the provision of all or part of the Services pursuant to a long-form agreement to be executed between such Successful Applicant(s) and EURO 2016 SAS.
<b>Tender</b>	means the tendering process for the Services, in accordance with and as set forth in this ITT.
<b>UEFA</b>	means the Union des Associations Européennes de Football whose registered office is at Route de Genève 46, 1260 Nyon, Switzerland, including, where relevant, any of its subsidiaries.
<b>UEFA EURO 2016™/Tournament</b>	means the final tournament of the UEFA European Football Championship 2014-2016 which will take place in France from the 10 <sup>th</sup> June to the 10 <sup>th</sup> July 2016.
<b>UEFA Events S.A.</b>	means the wholly owned subsidiary of UEFA, which undertakes certain commercial functions and operations in relation to various UEFA competitions and events.



## 2. INTRODUCTION

Henri Delaunay, general secretary of the French Football Federation (FFF) and former member of the board of FIFA, became the very first UEFA general secretary when the organisation was founded in 1954.

He died the following year, so never saw his plans for a competition for national teams become a reality, which happened in 1958 with the creation of the European Nations Cup.

In his honour, the trophy for the competition was named after him.

The first European Nations Cup took place between 1958 and 1960, with 17 national football associations taking part. The final four matches took place in France, in Paris and Marseille.

What then became the UEFA EURO™ kept evolving, the latest change for UEFA EURO 2016™ is that the final round extended to a field of 24 teams.

On May 28<sup>th</sup>, 2010, France was designated as the host country for UEFA EURO 2016™. The Tournament will take place from 10 June to 10 July 2016. The ten French cities selected to host matches of the UEFA EURO 2016™ are: Bordeaux, Lens Agglo, Lille Métropole, Lyon, Marseille, Nice, Paris, Saint-Denis, Saint-Étienne and Toulouse.

The objective of the Iconic Structures (one structure in each Host City) is to provide world-class promotion and visibility for the Host Cities by visual item branding as from "One-Year-to-Go" (June 2015) to the end of the Tournament.

The Host City Iconic Structure will maximize exposure of the Tournament's graphic identity, the Host Cities promotion. The goal is to create a festive atmosphere within a consistent approach in all ten Host Cities at key locations (near / in front of train stations, city halls, pedestrian areas, main squares, major building, etc.).

This document is an Invitation to Tender (ITT), and forms part of a Tender process which will be administered by EURO 2016 SAS. Throughout this Tender, all references to EURO 2016 SAS shall include UEFA and vice versa.

EURO 2016 SAS thanks you for your interest in the Tender and looks forward to receiving your Proposal.



### 3. SCHEDULE

Time is of the essence and it is therefore vital that all deadlines are respected. The timeline anticipated by EURO 2016 SAS in relation to the ITT, the evaluation process and the selection and appointment of the Successful Applicant(s) is as follows:

⊕ Publication of the ITT	: 19 December 2014
⊕ Deadline for receipt of Proposals	: 19 January 2015
⊕ Announcement of shortlisted Applicants	: 23 January 2015
⊕ Presentation to EURO 2016 SAS	: 02-06 February 2015
⊕ Applicants submit adjusted Proposals	: 09-13 February 2015
⊕ Appointment of Successful Applicant(s)	: 15 February 2015
⊕ Signing of Agreement	: 02 March 2015

These dates are indicative only and are subject to change, at any time, at EURO 2016 SAS' sole discretion.





## 4. SCOPE OF SERVICES

This section of the ITT contains an overview of the operational requirements. The Services to be provided must cover the following areas:

**Pricing:** The Applicant(s) must duly complete the table set out in Appendix 3. Prices must include all costs related to the provision of the services by the Applicant(s) (e.g. Location Surveys, Feasibility Surveys, Project Management, Production, Transport & Delivery, Staffing, etc.).

**Iconic Structures:** The Successful Applicant(s) must be able to produce, deliver and install 10 Iconic Structures, as further described in Appendix 3, resistant to any meteorological conditions and vandalism actions. The Iconic Structures should be produced in four (4) parts (Part 1: "UEFA", Part 2: "EURO", Part 3: "2016", Part 4: the base of structure).

**Location Surveys:** The Successful Applicant(s) will be required to conduct detailed Location Surveys of relevant Locations (if need be) and provide resistant certificates (meteorological, vandalism) and general specifications (materials, etc.) with regard to sustainability.

**Feasibility Surveys:** The Successful Applicant(s) will be required to conduct detailed Feasibility Surveys of the Iconic Structures production, delivery and security. The Successful Applicant(s) will provide report with regard to the type of materials, critical weight, critical size, attachment to the floor, stability, and general public security (etc.).

**Iconic Structure design:** EURO 2016 SAS will approve the design of the Iconic Structure based on the basic design proposal set out in Appendix 3. The Iconic Structure must contain design elements decided by EURO 2016 SAS such as: Tournament name, French Flag colors, Tournament look and feel, etc.

**Project Management:** The Successful Applicant(s) will be responsible for all level of planning.

**Transport:** The Successful Applicant(s) will be responsible to transport, deliver, and install the Iconic Structures to the relevant City Delivery Place and follow all delivery requirements as set out by EURO 2016 SAS (whatever storage facilities where the Iconic Structures should be delivered).

**Staffing:** All levels of staffing, including all administrative and project management support are to be included in the Services.

## 5. KEY REQUIREMENTS

**Proposal requirements:** Incomplete submissions which do not include all of the below information and/or documentation will not be considered by EURO 2016 SAS.



- All correspondence shall be in English or French, all costs shall be in Euro(s) (€) and key staff employed should be English or French speaking.
- For the Iconic Structure, Applicant(s) must quote a price for each format as detailed in Appendix 3. The materials and dimensions as detailed in Appendix 3 are only estimated at this time and the pricing must be able to be adjusted once the final materials and dimensions are confirmed.
- Prices need to include the cost for all services related to this ITT (e.g. Location Surveys, Feasibility Surveys, Project Management, Production, Transport & Delivery, Staffing, etc.).
- All Applicant's facilities must be available for inspection (given 72 hrs notice) by EURO 2016 SAS or its nominees.
- The Successful Applicant shall comply with any and all national and local applicable laws.
- Applicants are required to submit the details of their network (either wholly-owned or on a joint venture basis), which will handle the Project and list third party service providers and other partners.
- Applicants shall expressly undertake in its Proposal to comply with the terms and conditions of this ITT (especially those set out in the Deal Principles).
- Applicants shall return Appendix 1, Statement of Undertaking, signed by duly authorized representative(s) of Applicant(s).

## **6. TECHNICAL REQUIREMENTS**

The Applicants shall describe in their Proposals in detail how they intend to carry out the steps necessary for the completion of the Project, including the following information:

- Applicants will be required to demonstrate how they intend to manage the Services described in this ITT in order to ensure a consistent high quality delivery.
- Applicants should identify geographical locations for Production and storage centers.
- Applicants should propose a timetable for all aspects of the work, including Location Surveys and Production.
- Applicants should detail their procedures for the invoicing and recovering of VAT for the Project.



- Applicants must demonstrate that the selection of materials used for the Iconic Structures has regard for anticipated meteorological conditions, vandalism actions, general public security within the Host Cities for the relevant time of a year (from June 2015 to July 2016).

## Sustainability

The Applicants shall give due consideration to sustainability requirements as described in Appendix 2. When answering the ITT, the Applicants describe in what ways they could enhance sustainability when providing the Services.

EURO 2016 SAS encourages Applicants to propose, where appropriate, alternative options where such options allow for greater sustainability consideration.

## 7. SUPPLIER INFORMATION REQUIRED

**General information:** Applicants shall submit to EURO 2016 SAS an official letter, on headed notepaper expressing their interest in participating in the ITT. Letter shall include full details of the registered company address, web address, contact person for all matters in connection with this ITT, and organizational charts identifying the proposed structure

**Tender process plan:** Joint applications or consortiums are encouraged to apply. A consortium that has sent Proposal(s) to EURO 2016 SAS in response to this ITT as a joint entity shall be considered to be one Applicant. Details of all entities forming the consortium must be provided.

**Evidence of capacity to deliver contract requirements:** Applicants should provide evidence sufficient resources and appropriate infrastructure to provide Services. Applicants will be required to describe their proven experience and references in temporary structure production (of a similar nature).

The Applicant is asked to provide the following information:

1. Company form and ownership;
2. References of the company of comparable performances within the last three years (incl. name and contact details at reference customer);
3. References of the contact person (main contact) of the Applicant for comparable performances of last three years;
4. Number of Applicant's employees;



5. Copies of its current professional indemnity and third party indemnity insurance, and any other insurance policies which the company has in place which may be relevant to the provision of the Services. Please note that the Successful Applicant(s) will be required to obtain and maintain insurance coverage with a reputable insurer against and any all of its potential liabilities in connection with the provision of the Services in accordance with the provisions contained in the Deal Principles.
6. In application of article D8222-5 of the French "Code du Travail",
  - \* a certificate of less than six months by authorized social public entities on Applicant's status on declarations and payments of labour obligations (as set out in article L243-15 of the Code du Travail »).
  - \* an extract "K-Bis" (or equivalent) confirming Applicant's registration under applicable law.

## 8. COST INFORMATION REQUIRED

For all Iconic Structure format in Appendix 3 which are to be produced, delivered and installed, Applicants must provide item costs including the surveys (locations, feasibility), raw material and production costs. Furthermore, all project management costs, design proposal costs, ink costs, finishing costs, production labour costs, Delivery costs, and installation must be included. Services must be quoted with VAT, taxes and custom duties included.

- \* All costs submitted in the Proposal must be in Euros (€).
- \* All cost proposals submitted shall remain valid until the full provision of the Services and issuance of corresponding invoices by the Successful Applicant.
- \* All Applicants are required to provide a detailed overview of any and all costs for the Services in their Proposal. For the avoidance of doubt all prices shall include all additional costs anticipated by the Applicant in connection with their performance of the Services as described in the Proposal, and shall be properly and clearly identified.

## 9. SUBMISSION OF PROPOSALS

- \* Proposals shall consist of the following:
  - ⊕ Executed Statement of Undertaking (Appendix 1),
  - ⊕ Technical proposal;
  - ⊕ Description of compliance with sustainability requirements specific to the Services and UEFA EURO 2016's project (free format); and
  - ⊕ All further documents, diagrams and Proposals requested in this ITT.





- \* To submit its Proposal, Applicants should post electronically and three (3) hard copies (pdf and Excel sheet format) of their full and complete Proposals to

**Bruno SORZANA**  
**EURO 2016 SAS**  
**112 avenue Kléber – CS 81671**  
**75773 PARIS CEDEX 16 – FRANCE**  
**[bruno.sorzana@euro2016.fr](mailto:bruno.sorzana@euro2016.fr)**

- \* EURO 2016 SAS will not accept Proposals in any other form or by any other method. A further electronic copy of the Proposal shall be sent to [purchasing@euro2016.fr](mailto:purchasing@euro2016.fr).
- \* For any questions or further information regarding the Tender please contact:

**SORZANA BRUNO**  
**PUBLIC AFFAIRS AND HOST CITY RELATIONS MANAGER**  
**[BRUNO.SORZANA@EURO2016.FR](mailto:BRUNO.SORZANA@EURO2016.FR)**

- \* **Proposals must be received by 19 JANUARY 2015 – 12H00 (CET).**
- \* EURO 2016 SAS may contact Applicants for further information and/or invite selected Applicants to make a presentation at EURO 2016 SAS' headquarters in Paris, France.
- \* The Proposals will be evaluated in accordance with the following (non-exhaustive and with no order of precedence nor weighting) criteria:
  - ⊕ Quality of the Services offered;
  - ⊕ Acceptance of the Deal Principles contained in Section 10 of the ITT;
  - ⊕ Expertise of the Applicant;
  - ⊕ Competitiveness of the estimated costs for the provision of the Services;
  - ⊕ Submission by the Applicant of the Statement of Undertaking (Appendix 1);
  - ⊕ Financial standing of the Applicant and/or the ability of the Applicant to fulfil the contractual commitments;
  - ⊕ Compliance with sustainability requirements and Proposals to enhance sustainability.
  - ⊕ The quality of the documentation received will also be a factor in the service provider selection.

EURO 2016 SAS shall notify the Successful Applicant(s) in writing. However, official appointment of the Successful Applicant(s) shall be subject to signature of the Agreement between the Successful Applicant(s) and EURO 2016 SAS.



## 10. DEAL PRINCIPLES

The following table highlights the fundamental Deal Principles which EURO 2016 SAS requires the Successful Applicant to adhere to, and which will be included as key terms of the Agreement which shall be provided by EURO 2016 SAS and entered into with the Successful Applicant:

SUBJECT	DEAL PRINCIPLE
Contractual parties	EURO 2016 SAS may grant assign or transfer certain rights and obligations in relation to the Services to UEFA and/or UEFA Events S.A., including but not limited to Intellectual Property Rights. The Successful Applicant shall, in such cases, treat all references to EURO 2016 SAS contained in the ITT or any subsequent Agreement, to include UEFA and/or UEFA Events S.A. as applicable.
Time is of the essence	The Successful Applicant acknowledges and accepts that the deadlines set and the Successful Applicant's compliance therewith are an essential and critical precondition for the Agreement, without which EURO 2016 SAS would not have chosen the Successful Applicant. More specifically, the Successful Applicant shall not, under any circumstances, even in case of EURO 2016 SAS' failure, suspend the provision of Services.
Additional Services and cancellation of Services	<p>A strict procedure of variation will be implemented by EURO 2016 SAS, including the following principles:</p> <ul style="list-style-type: none"><li>- Detailed process of how a change is required and confirmed;</li><li>- Applicable rates and timelines;</li><li>- Identification of persons signing a change order;</li><li>- Consequences on payment.</li></ul> <p>The Successful Applicant already expressly acknowledges that any and all costs and expenses incurred by it which have not been expressly authorised by EURO 2016 SAS in writing shall be the Successful Applicant's sole responsibility. EURO 2016 SAS shall be liable for additional costs or expenses only if approved by EURO 2016 SAS in advance in writing and subject to receipt by EURO 2016 SAS of satisfactory proof of such costs and expenses.</p>
Damage to Sites	The Successful Applicant shall take all necessary precautions to avoid any damage to any surfaces, infrastructure, facilities or pre-existing material at any of the Sites as a result of the performance of the Services. The Successful Applicant shall be responsible for all liabilities howsoever arising from any damage caused to any of the foregoing by its employees, agents, partners, sub-contractors or suppliers.



Transfer of risks	The risks in relation to the Services shall be transferred from the Successful Applicant to EURO 2016 SAS when EURO 2016 SAS signs a hand-over report. The Successful Applicant shall otherwise bear the risks. The risks are transferred back when EURO 2016 SAS stops using the Services. In the case of a sale, ownership shall be transferred from the Successful Applicant to EURO 2016 SAS when EURO 2016 SAS issues the purchase order.
Liability and Insurance	<p>Applicants should only submit Proposals if they agree to and can comply with these terms:</p> <ol style="list-style-type: none"> <li>1. The Successful Applicant shall obtain and maintain for the duration of the term of the Agreement appropriate insurance coverage in respect of its potential liabilities in connection with the Agreement. Such insurance coverage shall contain an endorsement of the interest of EURO 2016 SAS and the Successful Applicant shall, if requested by EURO 2016 SAS, supply EURO 2016 SAS with a copy of the relevant insurance certificates.</li> <li>2. The Successful Applicant shall provide the Services at its own risk and maintain and replace all elements of the Services as necessary.</li> <li>3. The Successful Applicant shall defend, hold harmless and indemnify EURO 2016 SAS at all times from and against any and all claims, costs, proceedings, demands, damages, losses, expenses and liabilities (including legal expenses) suffered or incurred by EURO 2016 SAS resulting from a breach by the Successful Applicant (or the Successful Applicant's employees, agents and/or representatives) of any of the terms of the Agreement for any reason whatsoever, including but not limited to: <ol style="list-style-type: none"> <li>a. any claim by any third party (including any Commercial Partners, the clubs or governmental authority) of whatsoever kind or nature by or against EURO 2016 SAS (including UEFA, UEFA's affiliates, licensees and assignees) arising from the provision of the Services;</li> <li>b. any breach or non-performance by the Successful Applicant of any provision of the agreement;</li> <li>c. any negligent act or omission of the Successful Applicant whether or not such claim arises during or after the term of the agreement;</li> <li>d. any failure by the Successful Applicant to secure, pay for and maintain any applications, permits and/or licenses;</li> <li>e. any claim, loss or damage arising from or in connection with the death or personal injury to any person caused by or in</li> </ol> </li> </ol>



	<p>connection with the provision of the Services; and/or</p> <p>f. any failure by the Successful Applicant to provide the Services in the agreed and timely manner or perform the Services for any reason whatsoever.</p>
Subcontracting	<p>The Successful Applicant shall be entitled to assign or sub-contract its rights or obligations under the Agreement only with EURO 2016 SAS' prior written consent. The Successful Applicant shall, if requested by EURO 2016 SAS, take action (including, without limitation, legal action) against any assignee or sub-contractor to ensure their compliance with the Agreement or to remedy any failure in this respect. For the avoidance of doubt, the Successful Applicant shall remain responsible and liable to EURO 2016 SAS for any such failure by any assignee or sub-contractor.</p>
Announcements and Publicity	<p>The Successful Applicant shall not make, and shall ensure that none of its employees, agents or representatives make, any public statements or announcements regarding the existence of or terms of the Agreement, its association with EURO 2016 SAS and/or UEFA EURO 2016™ without EURO 2016 SAS' prior written consent both as to the making of that statement and its content.</p> <p>The Successful Applicant acknowledges and agrees that neither it nor any of its affiliates shall have any right:</p> <ul style="list-style-type: none"> <li>▪ either to associate it or themselves with UEFA and/or UEFA EURO 2016™ (including, without limitation, through the use of the materials or any Intellectual Property); or</li> <li>▪ to use the materials in any manner whatsoever (including, without limitation, for the purposes of marketing its or their products or services) without the prior written consent of UEFA.</li> </ul>
Intellectual Property	<p>The Successful Applicant shall expressly acknowledge and agree that:</p> <ul style="list-style-type: none"> <li>▪ any and all rights (including Intellectual Property and/or rights of commercial exploitation) relating to UEFA and/or UEFA EURO 2016™ belong solely and exclusively to UEFA and the Successful Applicant agrees not to challenge UEFA's ownership thereof; and</li> <li>▪ it shall not use trademarks or other Intellectual Property of or related to UEFA, UEFA EURO 2016™ or any other UEFA's events other than as permitted by UEFA strictly for the performance of the Services.</li> </ul> <p>The Successful Applicant shall not, by virtue of the Agreement or otherwise, obtain or claim any right, title or interest in or to any rights of Intellectual Property and/or commercial exploitation in connection with UEFA or UEFA EURO 2016™. If and to the extent that the Successful Applicant acquires any such right, title or interest, pursuant to the Agreement or otherwise, the</p>





	<p>Successful Applicant:</p> <ul style="list-style-type: none"> <li>shall assign to UEFA any and all such intellectual property throughout the world, free of any third-party rights and for the full duration of such rights (including any and all renewals and extensions thereof throughout the world); and</li> <li>acknowledges and agrees that the benefit of all such rights will at all times accrue to and inure to the benefit of UEFA.</li> </ul> <p>The Successful Applicant shall refrain from any ambush marketing activities of any kind that could suggest a link of any kind with UEFA/EURO 2016 SAS and UEFA EURO 2016™. Regardless of the circumstances, the Successful Applicant shall not do or fail to do anything which could damage the reputation or rights of UEFA or EURO 2016 SAS or any of UEFA's events or competitions.</p>
Consent, permits and licences	<p>The Successful Applicant shall obtain and pay for any and all consents and licences required in connection with the provision of the Services (including any fire, health, safety, security and technical requirements or regulations in the respective country where the Sites are located) and any inspections and/or tests required by any relevant authorities.</p> <p>The Successful Applicant shall arrange and be responsible for all customs clearance, shipping documentation import duties if applicable, ATA carnets, customs licenses and/or any other clearances necessary for the provision of the Services.</p>
Applicable laws	<p>The Successful Applicant shall be responsible for compliance with any and all national and local applicable laws which relate to or may affect the provision of the Services.</p>
Sustainability reporting	<p>The Successful Applicant shall perform the Services in accordance with the sustainability requirements as specified in the ten principles of the United Nations Global Compact (published at the time of this ITT at the link <a href="http://www.unglobalcompact.org/AbouttheGC/TheTenPrinciples/index.html">http://www.unglobalcompact.org/AbouttheGC/TheTenPrinciples/index.html</a>) and enhance sustainable solutions when providing the Services.</p> <p>The Successful Applicant shall, if requested by EURO 2016 SAS, deliver data on the Services provided for UEFA EURO 2016™, including the data required for a complete report based upon the Global Reporting Initiatives (GRI) guidelines (<a href="http://www.globalreporting.org">www.globalreporting.org</a>).</p>
Insufficient Performance	<p>If the Successful Applicant's performance in respect of a specific part of the Services is not (in EURO 2016 SAS' reasonable opinion) of the highest industry standards in accordance with the terms of the agreement then EURO 2016 SAS may:</p> <ul style="list-style-type: none"> <li>request immediate remedy or rectification;</li> </ul>



	<ul style="list-style-type: none"> <li>▪ request replacements;</li> <li>▪ reduce the fees due to the Successful Applicant if remedy, rectification or replacement does not sufficiently solve the problem, or reduce the scope of the Services to exclude such sufficient part; or</li> <li>▪ ultimately terminate the Agreement with the Successful Applicant.</li> </ul>
Termination	<p>EURO 2016 SAS may terminate the Agreement with immediate effect by written notice to the Successful Applicant if:</p> <ul style="list-style-type: none"> <li>▪ the Successful Applicant's performance of the Services is, following the exhaustion of the process described in the insufficient performance clause, still considered not to be of the required standard;</li> <li>▪ the Successful Applicant breaches any provision of the Agreement, which makes it unreasonable for EURO 2016 SAS to continue as agreed with the Successful Applicant;</li> <li>▪ there is a substantial change in the ownership of the Successful Applicant which adversely affects the ability of the Successful Applicant to perform its obligations under the Agreement or which is detrimental to the legitimate interests of EURO 2016 SAS and/or UEFA; or</li> <li>▪ subject to applicable law, the Successful Applicant becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets.</li> </ul>
Governing Law	<p>The Agreement between EURO 2016 SAS and the Successful Applicant will be governed by French law.</p> <p>Any dispute between the parties arising under or relating to the Agreement shall be submitted exclusively to the courts of Paris, France.</p> <p>All actions related to the Agreement shall be time-barred one (1) year after the date on which the provision of the Services ends.</p>
Amicable settlement of disputes and speedy dispute procedure	<p>In the event of a dispute, the Successful Applicant and EURO 2016 SAS shall use their best endeavours to find an amicable solution within thirty (30) days (or within any other reasonable deadline set in writing by EURO 2016 SAS at any time), after which time they may bring the matter before the competent courts. However, EURO 2016 SAS reserves the right to impose an accelerated dispute resolution procedure, notably in order to ensure the organisation, within the required time frame of the Event. It may include an escalation procedure.</p>



## 11. LEGAL PROVISIONS

1. Nothing in this ITT nor any communication made by EURO 2016 SAS or its representatives, agents or employees shall constitute a contract between EURO 2016 SAS and any Applicant, nor shall it be taken as constituting any representation that an Applicant will be appointed in accordance with this ITT or at all.
2. EURO 2016 SAS does not undertake to accept any Proposal submitted in response to this ITT and reserves the right to organize the Services in a different way. EURO 2016 SAS reserves the right to change any aspect of this ITT at any time or to issue an amended ITT for all or part of the Services, withdraw from any negotiation with any Applicants, without providing any justification whatsoever for its decision, terminate the ITT, withdraw it in whole or in part;
3. The Applicants may be shortlisted and/or rejected by EURO 2016 SAS at any time and/or asked to clarify or re-submit any Proposal which fails to meet EURO 2016 SAS' requirements as set out in this document. EURO 2016 SAS is under no obligation to give any reasons for any rejection or for any other decision made in connection with this ITT or the evaluation/selection procedure. EURO 2016 SAS reserves the right to enter into negotiations with one or more Applicants on such a basis as may be determined by EURO 2016 SAS at its sole discretion.
4. Proposals shall be valid until 31 MARCH 2015. The Applicant will have to be able to mobilize until such date, without changing its prices, and Applicants shall be bound by their Proposals until such date. Applicants shall defend, hold harmless and indemnify EURO 2016 SAS at all times from and against any and all costs, proceedings, demands, damages, losses, expenses and liabilities (including legal expenses) suffered or incurred by EURO 2016 SAS resulting from the Applicant's non-respect of this validity period, including but not limited to Applicant's withdrawal of its Proposal or change by the Applicant of the terms of its Proposal (except where expressly required by EURO 2016 SAS, and within the limits of EURO 2016 SAS' request).
5. EURO 2016 SAS has taken all reasonable care to ensure that this ITT is accurate in all material respects. This ITT 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 responsibilities for the accuracy or completeness of any of the information contained in this ITT; nor shall they be liable for any loss or damage suffered by any Applicant in reliance on this ITT or any subsequent communication.
6. The Applicant agrees that:
  - a) it (and its officers, employees, agents and advisers) shall keep confidential the terms of this ITT and any information relating to affairs or business of EURO 2016 SAS which comes into its possession in relation to this ITT;



- b) it shall not disclose Confidential Information (or any parts of it) to any third party without EURO 2016 SAS' prior written consent, 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 this ITT;
  - d) it shall not discuss the terms of this ITT (more specifically, financial terms) with rival Applicants.
7. The Applicant warrants and represents to EURO 2016 SAS that:
- a) its expression of interest and all related elements of the Proposal do not infringe any third party rights;
  - b) it owns all rights of any nature in the Proposal submitted;
  - c) it shall not use any UEFA marks or logos except with prior written EURO 2016 SAS' approval;
  - d) it shall not claim any association with UEFA or UEFA EURO 2016<sup>TM</sup> in relation to its Proposal or otherwise;
  - e) it will observe all statutory and competition-related provisions of UEFA and EURO 2016 SAS, as well as specific instructions and all applicable national and international laws;
  - f) it warrants to EURO 2016 SAS that the information contained in its Proposal shall not be false or misleading and that if, following submission of the Proposal, there is any change in the Applicant's circumstances which may affect such information, the Applicant shall promptly notify EURO 2016 SAS in writing setting out the relevant details in full; and
  - g) it shall comply with the ITT's terms and conditions.
8. If EURO 2016 SAS considers that any Applicant is or is likely to be in breach of any of the ITT's terms and conditions, then EURO 2016 SAS shall (without prejudice to its rights and/or remedies arising under law) be entitled to withdraw from any co-operation with the Applicant without any requirement to give such Applicant notice and without any further liability to such Applicant.
9. At EURO 2016 SAS' reasonable discretion, EURO 2016 SAS can request a submission bond, a parent-company guarantee or a first-call bank guarantee at any time.
10. The Applicant is responsible for all costs, expenses and liabilities incurred in the ITT process, including but not limited to preparation of its Proposal, 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 Proposal (whether or not an Agreement is entered into with such Applicant).

11. The Applicant acknowledges that all Intellectual Property rights and all commercial rights in relation to UEFA and UEFA EURO 2016™ including but not limited to their names, logos and trophies, remain the exclusive property of UEFA.
12. Once received by EURO 2016 SAS, each document submitted as part of a Proposal shall become the physical property of EURO 2016 SAS. Irrespective of whether any Proposal is successful or not, EURO 2016 SAS shall be entitled to use (free from any payment or restriction) all ideas, concepts, Proposals, recommendations or other materials (save for trademarks and copyrighted materials) contained in such Proposal or otherwise communicated to EURO 2016 SAS during the evaluation/selection process. The Applicant waives and shall not make any claim against EURO 2016 SAS in respect of any use made by EURO 2016 SAS of any intellectual property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or copyrighted materials of the Applicants) contained in its Proposal.
13. Applicants who have not been selected will be informed in writing by EURO 2016 SAS. EURO 2016 SAS shall not give any reason for making any selection and/or rejection.
14. EURO 2016 SAS shall select the Applicant(s) whose Proposal(s) and subsequent presentations(s), in EURO 2016 SAS' sole opinion, most closely satisfy the scope of the task described. The Applicant(s) shall, however, be bound under all circumstances to the Statement of Undertaking submitted.
15. The completion of the acceptance shall be subject to EURO 2016 SAS and the Applicant signing an Agreement. Such agreement shall contain the detailed terms and conditions of such appointment and, inter alia, include the Deal Principles contained at Section 10 of this ITT. By submitting a Proposal, the Applicant confirms that it is able to comply with all Deal Principles.
16. The Successful Applicant will immediately inform EURO 2016 SAS in writing of any change in the ownership or senior management of the Successful Applicant. EURO 2016 SAS reserves the right to reallocate the award of any and all aspects of the Services project if the ownership or senior management of the appointed Applicant changes.
17. Successful Applicant(s) shall obtain and maintain appropriate insurances with regard to their own or sub-contracted staff, public liability as well as indemnities and warranties in regard to EURO 2016 SAS and UEFA as more fully described in the Deal Principles contained at Section 10 of this ITT as part of the standard terms and conditions of the Agreement.
18. The Applicant is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this ITT, the evaluation/selection process, UEFA, EURO 2016 SAS and UEFA EURO 2016 and/or its Proposals (whether appointed or not)



without EURO 2016 SAS' prior written consent, which may be given or withheld in its absolute discretion. Each Applicant acknowledges and agrees that EURO 2016 SAS shall have the sole right to make any announcement in relation to this ITT, the evaluation/selection process and/or appointment of any Applicant(s) (if at all).

19. Neither EURO 2016 SAS nor any of its representatives, agents or employees shall be responsible for any loss, damage, liability or expense that may be suffered or incurred in relation to this ITT and/or subsequent negotiations. The Applicant expressly waives any right of action it may have against EURO 2016 SAS and UEFA with regards to the Tender.
20. The Applicant must provide confirmation that its Proposal for the provision of the Services complies with any and all applicable laws and regulations, together with best industry practices.
21. This ITT and all related documentation pertaining to the Proposal and evaluation/selection process (including any contracts) shall be governed and interpreted in accordance with French law. The exclusive place of jurisdiction shall be Paris, France.



## 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 providing **the UEFA EURO 2016™ Host City Iconic Structures**, services, 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, UEFA, the ITT to any media without EURO 2016 SAS' prior written approval 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 ITT and any information relating to affairs or business of UEFA which comes into its possession in relation to this ITT and/or the Tender, it shall not disclose Confidential Information (or any parts of it) to any third party without EURO 2016 SAS' prior written consent, 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 UEFA, UEFA EURO 2016™ and/or the ITT belong exclusively to UEFA and/or EURO 2016 SAS;
5. it is capable of and shall comply with all legal provisions and the Deal Principles contained in the ITT 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 ITT 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' 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 organize any services related to the Tender or to re-open part of or the entire tendering process at a later stage;
9. The Statement of Undertaking and any related documentation shall be governed by and construed in accordance with the laws of France. The exclusive place of jurisdiction shall be Paris, France.

By submitting this Statement of Undertaking (where capitalised terms shall have the meaning as defined in the ITT, 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 **the UEFA EURO 2016™ Host City Iconic Structures** services and agree that the Company which I/we duly represent is bound by such terms and conditions.

Signature(s): \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date and Place: \_\_\_\_\_

Official Stamp:



## Appendix 2: Sustainability

UEFA (with its subsidiary EURO 2016 SAS) is committed to a sustainable development long-term strategy, ensuring that its business is conducted in a way that is environmentally sound, economically viable, and socially responsible. UEFA aims to encourage high standards of environmental and social performance amongst its suppliers and their supply chains, particularly in the organisation of UEFA events.

As a result, EURO 2016 SAS requires that the Successful Applicant give due regard to the following principles, extracted from the United Nations Global Compact ([www.unglobalcompact.org](http://www.unglobalcompact.org)), in connection with the products and services they supply:

- ✧ **Human Rights:** Successful Applicant should support and respect the protection of internationally proclaimed human rights and make sure that they are not complicit in human rights abuses.
- ✧ **Labour:** Successful Applicant should uphold the freedom of association and the effective recognition of the right to collective bargaining, the elimination of all forms of forced and compulsory labour, the effective abolition of child labour, and the elimination of discrimination in respect of employment and occupation.
- ✧ **Environment:** Successful Applicant should support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies.
- ✧ **Anti-Corruption:** Successful Applicant should work against corruption in all its forms, including extortion and bribery.

The Successful Applicant also agrees to inform EURO 2016 SAS about:

- ✧ Any demand or act when providing the Services that would not be consistent with these principles,
- ✧ Every initiative undertaken by the Successful Applicant aiming to promote and respect these principles.

Moreover, all Applicants are required to present information regarding sustainable development strategy or initiatives regarding environmental protection and social responsibility already implemented within its organisation.





**UEFA EURO 2016™ Sustainable Development project is elaborated with the following priorities:**

- \* Optimise transport operations (general public, logistic and officials) to reduce carbon emissions,
- \* Enhance local employment (specifically in regions with high unemployment rate),
- \* Ensure optimal waste management through 3R strategy – reduce, reuse, recycle – in stadiums,
- \* Reduce energy consumption and promote use of greener energies,
- \* Promote a responsible sourcing of products and services,
- \* Ensure accessibility of the event for disabled persons,
- \* Deploy anti-racism measures,
- \* Implement a tobacco-free policy within stadia.

UEFA EURO 2016™ will be evaluated through the Sustainable Development project by producing a 'one-year-to-go' report, before the event, and a complete reporting post-event based on the Global Reporting Initiatives (GRI) Guidelines ([www.globalreporting.org](http://www.globalreporting.org)). In this regard, the Successful Applicant will be requested to deliver data on the service or products provided for UEFA EURO 2016.

Applicants shall provide appropriate information setting out how they will comply with the above requirements and any sustainable requirements specific to their industry and services.

Any additional item suggested by Applicants, in line with the current ITT and that could facilitate achieving these priorities during UEFA EURO 2016™ operations, will be taken into consideration by EURO 2016 SAS and be considered as important assets in the selecting process.



### Appendix 3: Production Requirements List – the Iconic Structure

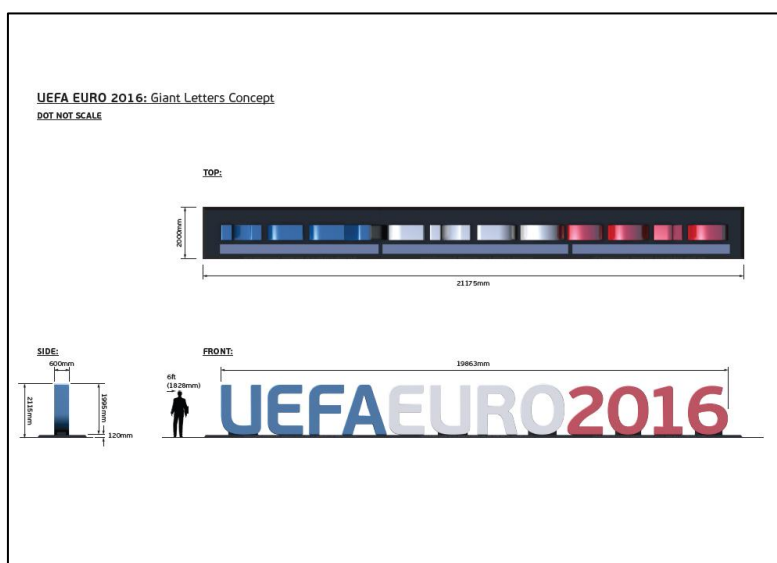
Please fill in the cost sheet.

Prices need to include the cost for all services related to this ITT (e.g. Production, Transport & Delivery, Staffing, etc.).

- Project Management costs: Staffing, Surveys, Planning, certificates, etc.
- Production costs: design, material, raw material, etc.
- Delivery / Installation costs: Transport, Delivery, Installation, etc.

Iconic Structure	Suggested Material	Length (m)	Height (m)	Project Management Costs (€)	Production Costs (€)	Delivery / Installation Costs (€)	Total Cost per unit (€)
Format 1	Steel	20	2				
Format 2	Steel	15	1.5				
Format 3	Steel	10	1				

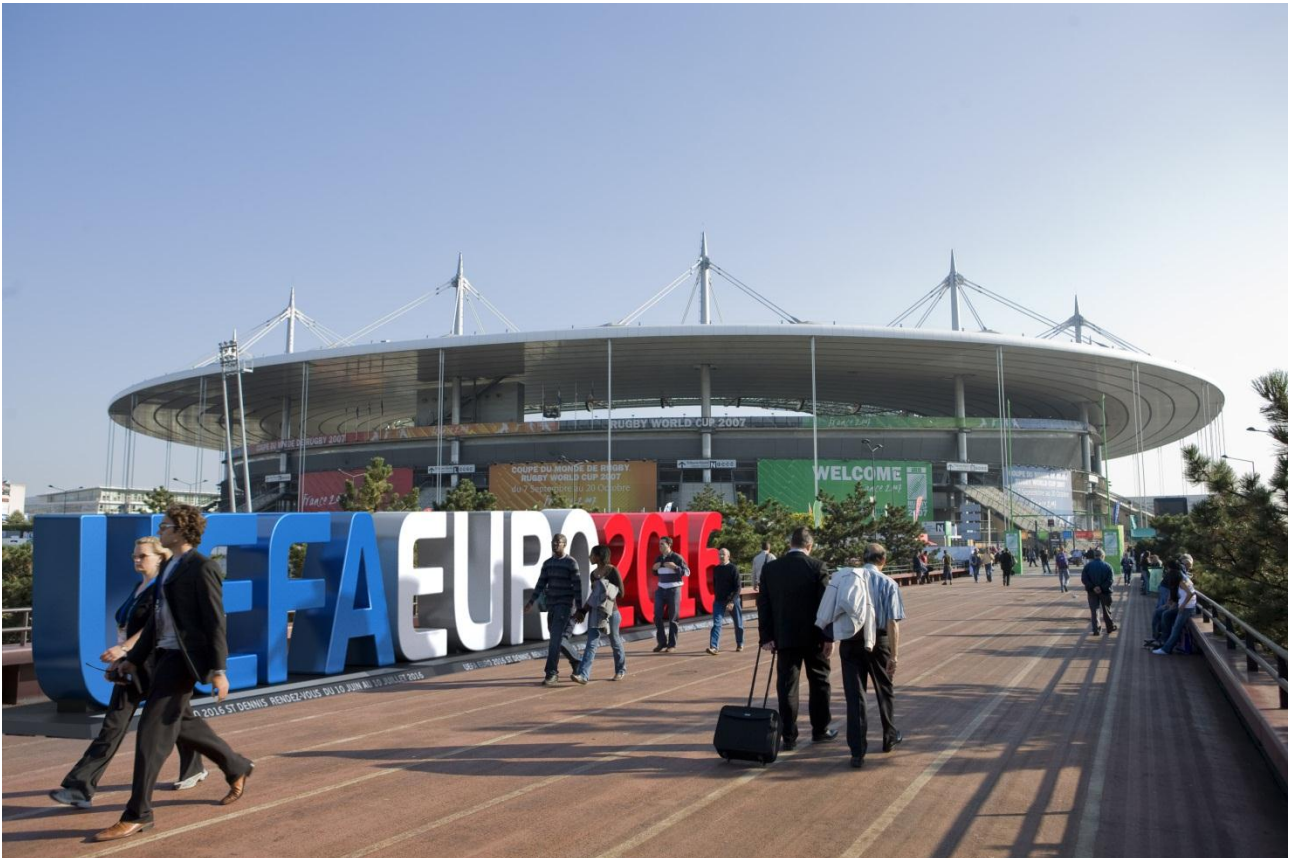
The Iconic Structures should be produced in four (4) parts (Part 1: "UEFA", Part 2: "EURO", Part 3: "2016", Part 4 : the base of the structure).





## Appendix 4: Design simulation

The photograph is from design simulation and for indication only.





UEFA  
ROUTE DE GENÈVE 46  
CH-1260 NYON 2  
SWITZERLAND  
T: +41 848 00 27 27  
F: +41 848 01 27 27

EURO 2016 SAS  
112, AVENUE KLÉBER  
CS 81671  
75773 PARIS CEDEX 16  
FRANCE  
T: +33 (0)825 06 2016  
EURO2016.FR