

BIDDING RULES AND CONDITIONS FOR THE PROVISION OF VIDEO ASSISTED REFEREEING SERVICES AND FOR THE MAKING AVAILABLE OF THE TECHNICAL EQUIPMENT NECESSARY FOR SAID SERVICE

1.- INTRODUCTION AND SCOPE

The Royal Spanish Football Federation, hereinafter referred to as the RFEF, is the body that organises, manages and oversees sports refereeing in the official tournaments of football clubs in those competitions or matches in which the application of the video refereeing assistance system, hereinafter referred to as VAR is made available.

“Regulations on the Organisation of Refereeing in FIFA Member Associations” states on 3.2. “The Referees Committee must be an integral part of the Member Association’s structure. Refereeing organisation, regulations and development must come under the exclusive control of the Member Association, and under no circumstances may it fall under the supervision or control of other bodies, such as the leagues, unions or government (including parliaments and any other state authorities).”

In the same way, UEFA establishes on “Referee Convention on Referee Education and Organization”, chapter 3 – Aims: c) establish a refereeing organisation within the UEFA member associations that is not controlled or influenced by other bodies such as governments, leagues or clubs;”

Finally, UEFA clarifies even more in Annex A.- “The referees committee must be an integral part of the national association structure and be given exclusive responsibility for all matters related to refereeing in the territory of the national association, totally independent of the leagues, clubs and government.

The 130th Annual General Meeting (AGM) of the International Football Association Board (IFAB) in Cardiff on 5 March 2016 approved a two-year period of "live experiments using video assistance for clear errors in decisive match situations."

During its 132nd Annual General Meeting (AGM), which took place in Zurich on March 3, 2018, the IFAB decided to allow the use of VAR in association football as an option for competitions.

In the 2018/19 season, VAR was implemented in the First Division National League Championship in which 20 teams participate and certain matches of the Spanish Cup. As of the 2019/20 season, VAR could also be applied to the Second Division in which 22 teams would participate. In the 2019/20 season, 380 First Division matches will be held, alongside 462 Second Division matches in case of VAR would be implemented in this competition, 6 matches forming the play-off phase for promotion from the Second to First Division in case of VAR would be implemented in this competition, along with 17 matches that comprise the Spanish Cup.

In order to be able to provide the video refereeing assistance service correctly, the RFEF called for bids with the purpose of recruiting the video assisted

refereeing services for the competitions organised by the RFEF and / or for the competitions in that the RFEF provide the sports refereeing service.

2 - PURPOSE

The aim of the invitation to bid is the following:

- a) Official Competitions on Seasons 2019/20 to 2022/23: Provision of the video refereeing assistance technology service (complete VAR system in centralised VOR) for the official competitions of the First Division Championship and Spanish Cup (from round of 16), and optionally upon the volition of the RFEF for the official competitions of the Second Division and play off matches, as is duly outlined in Annex 1, section 2.3. which includes sections A to G.
- b) University Tournament - Season 2019/20 upon the volition of the RFEF for the official competitions of the Second Division:
 - Provision of the technological video assistance service for the University tournament that will take place in Boadilla del Monte in July 2019, for 40 games through a decentralised VAR system as indicated in Annex 1 section 2.1
 - Implementation of VAR simulator system during the duration of the University tournament that will take place in Boadilla del Monte as indicated in Annex 1 section 2.1.
- c) Friendly Matches Season 2019/20: Provision of the video assisted refereeing technology service for the pre-season friendly matches in July and August of 2019, as indicated in Annex 1 section 2.2
- d) During all service period: VAR simulator system for the training of referees with video clips as indicated in Annex 1 section 4.
- e) During all service period: Provision of all necessary equipment and personnel necessary for the provision of the service as described in Annex 1.
- f) During all service period: Technical tasks necessary for the implementation of the service including the integration phase of the systems, visits to the stadiums, learning and training and the testing phase to accomplish correct implementation according to the phase calendar indicated in Annex 1, section 3.
- g) During all service period: Assessment and capacity to implement new needs or improvements in refereeing technical aspects as well as applications and utilities for public and spectators, and any improvements and needs requested by RFEF.

The services will be provided through the use of state-of-the-art equipment and professionally and technically trained personnel with sufficient accredited experience to provide the foregoing. For this purpose the candidates should provide a certified by FIFA as VAR Technical Provider, and an additional report about the qualification and experience of personnel involved in the services.

For the purposes of these conditions, it is considered that each season begins on July 1 of each year.

Annex 1 is part of this document and is binding.

3. FINANCIAL BID

The candidates will submit a bid that will include all the services indicated in these conditions, not being able to exclude any, although indicating separately each of the different services that the RFEF wishes to implement, excluding taxes. The RFEF will award the service in bulk to a single company, but RFEF reserves the option to award only some of them.

The bid will include all the expenses that are necessary for the correct provision of the service, serving as an example, but not limited to, the following: software, hardware, fees, personnel, programmers, connections, assemblies, supplies, maintenance, authorisations, journeys, excluding the expenses expressly assumed by the RFEF indicated in Annex 1, chapters A.2 and B.2.

The bid will be made considering separately each of the services identified in Annex 1, in the following sections of the aforementioned Annex:

- a) Section 2.1: Indicating separately the decentralised VAR system in Boadilla del Monte and the simulation system installed in Boadilla del Monte.
- b) Section 2.2: VAR decentralised system for friendly matches
- c) Section 2.3: Centralised VAR system for competitions from seasons 2019/20 to 2022/23 indicating separately:

First Division

Spanish Cup

Second Division

Promotion play-offs from second to first division

- d) Section 4: VAR simulator with video clips.

The RFEF will pay the price of the services on a monthly basis, upon submission of the corresponding invoice.

4.- CONDITIONS TO BE ACCREDITED BY THE INTERESTED PARTIES.

GROUNDINGS FOR EXCLUSION.

Any legal entity that has the standing to act may contribute to the procedure and provide the following documentation that may be submitted in English or Spanish:

4.1.- Technical solvency and experience in the sector.

Potential bidders must prove technical solvency and experience in the sector through the following means:

*Inclusion in the list of suppliers certified by FIFA for the provision of VAR services. A certificate issued by FIFA must be provided on the date of submission of the Bid and an additional report about the qualification and experience of personnel involved in the services.

*The ability to provide the service requested in Annex 1. It will be accredited by explanatory memorandum in which the candidate's capacity to provide each of the services is detailed. At least the following will be included in the detailed listing:

- Official certification of the 3D offside line by an independent body that clearly establishes the margin of error (in cm) in different scenarios.
- List of competitions, indicating the number of matches, in which the service has been provided over the last two seasons.
- Procedures and protocols of action before failure or error of the main elements of the system.
- Details about the Replay Operators' training programme and the methods used.

*Having rendered the same or very similar service in FIFA or UEFA club or national team competitions; and / or in official league competitions in the last two sports seasons.

*Accreditation of experience with sufficient evidence in the implementation of centralised VAR. For this purpose, they will provide a list of clients from the last two seasons indicating the competitions in which the service was rendered and the number of matches in which the centralised VAR has been implemented in the last two seasons.

*Proven availability and qualification of replay operators and that they are certified by the IFAB. For this purpose, the accreditations issued by the IFAB and descriptions of the operators will be provided

*Accreditation of the innovations that have been made in the VAR system over the last two years in terms of incorporating new features into the system.

*Bidders must not be related and / or linked to the RFEF. Bidders must not hold, by themselves or their managers, employees or representatives, employment or

professional relationship with the RFEF, and must be companies wholly outside the RFEF as an entity.

*Having on-hand a suitable business structure and be well managed to effectively oversee the duties arising from the awarding of this tender, demonstrating that they have sufficient means to provide the services involved. Bidders should provide a General Organization Chart and the same for the VAR Division.

The previous sections will be accredited by means the legal representative of the company.

4.2.- Bidders should provide a Project Schedule containing all main project tasks milestones, assuring the start of competitions with a correct and reliable implementation of VAR system. Project Schedule must be approved by RFEF and it will be the base of project execution, being incorporated to the contract as essential part.

4.3.- Exclusion criteria

Candidates who meet any of the following requirements will not be eligible to participate in this tender:

- a) Companies or groups of companies that have been sanctioned criminally or have acknowledged their criminal liability or that of their Directors for any of the following crimes (a) misrepresentation; (b) crimes against property and against the socio-economic order; (c) bribery; (d) embezzlement; (e) influence peddling; (f) use of privileged information; (g) crimes related to the corruption of Spanish or foreign authorities or officials or corruption among individuals, in any national or international territorial scope (h) crimes against social security; and (i) crimes against employees. This disqualification will be extended to directors or administrators who have been convicted of any of the aforementioned crimes and / or for other crimes that the RFEF understands may damage the reputation of the RFEF competitions.
- b) Being declared, having been declared bankrupt or having requested the opening of bankruptcy proceedings. Bidders who are subject to settlement, bankruptcy and / or insolvency proceedings, have gone into administration, and even if they are subject to a legal moratorium with their creditors will not be admitted. An affidavit from the legal representative of the company will be provided stating the non-incursion of the circumstances indicated in this section

The previous ends, chapter a) and b) will be accredited by a certificate issued by the Secretary of the competent body of the company for these purposes, with the approval of the President of said body.

5.- GUARANTEES OF THE COMPANY

Candidates will provide an affidavit signed by the legal representative of the candidate company regarding compliance by the same of the following guarantees and responsibilities:

- Stating that it is in a position to implement the systems and services within the period provided for in the implementation schedule, Annex 1 section 3
- Submitting a copy of the most recent audited accounts of the company and its parent.
- Certification of the company's listing in the Mercantile Registry of the company and its parent.
- Stating that it is in a position to provide the service correctly and within the appropriate quality standards, having on-hand the human and material resources to perform this.
- Undertaking that the company will respond, for itself and for the actions of its personnel and collaborators, to the RFEF and its personnel, intermediaries, partners and third parties related to the agreement that is signed, for the damages that may be caused, holding them harmless with regard to any claims, procedures, damages, costs and expenses of any nature.
- Stating that the current legislation on data protection, safety and prevention of occupational hazards is complied with.
- Declaring that the current Spanish legislation or the country in which it operates is fulfilled and with any rights of third parties (in particular, and without limitation, intellectual property rights) leaving the RFEF harmless otherwise.
- Certifying that they are up to date with their tax obligations with the State Agency of the Tax Administration and their social obligations with the General Treasury of Social Security in accordance with the legal provisions in force, or equivalent should the candidate not be a Spanish company.

6.- SUBMISSION OF BIDS

6.1.- Publication of the conditions and clarification period.

These rules and conditions will be published on the RFEF website on May 14 2019. Candidates will be offered the possibility to make written inquiries or request clarifications during a period ending on May 16, 2019 at 18:00 PM. Queries can be directed to cta@rfe.es and will be answered until 18:00 PM on May 17, 2019.

6.2.- Bid Submission. Dates and documentation

Bids may be submitted from the publication of the rules on the RFEF website onwards until May 21 at 15:00 pm (CET time at Las Rozas, Madrid). Within this period, the documentation indicated in sections 4 and 5 of the bidding

rules and the economic bid of section 3, broken down as indicated therein, will be provided.

Economic bid section 3 will be submitted in paper in a sealed envelope to the address of the RFEF, Calle Ramón y Cajal, Las Rozas (Madrid).

Rest of documentation in sections 4 and 5 can be submitted in paper in a sealed envelope at same address mentioned before or by electronic means to the following e-mail address: concursos@concursos.rfef.es.

All bids must be addressed to the President of the RFEF under the Subject heading: *"Bid on the provision of VAR services"*.

Bids may be submitted in Spanish or English.

6.3.- Assessment and awarding

On May 21, from 15:00 the RFEF will assess the bids received and the provisional award will be made. Until May 24, the contract could be signed.

The awarding body will consist of

RFEF President or any representative on his behalf

RFEF first Vice-president

CTA President

Legal Director

Competitions Director

Financial Director

A RFEF Legal Adviser will act as secretary.

6.4.- Rectifications.

Once the bid has been analysed, the RFEF may request the rectification of whichever defects may need to be remedied, which must be undertaken within a period indicated by the RFEF.

CALENDAR SUMMARY CHART

RFEF web publication	May 14, 2019
The deadline is for inquiries and clarifications	May 16 until 18:00 PM
End of term to resolve inquiries and clarifications	May 17 until 18:00 PM
Deadline bid submission	Until May 21 at 15:00 PM
Assessment of bids and awarding (except corrections)	May 21 from 15:00 PM onwards

7.- VALUATION OF BIDS AND AWARDING CRITERIA

For the awarding of the bid, the sum of the following criteria will be taken into account:

- Economic bid (clause 3) from 1 to 45 points. 45 points will be given to best proposal and the number of points for the rest will be reduced in the same proportion as the price increases in relation to the best.
- Technical solvency and experience in the sector (clause 4.1, 4.2) from 1 to 55 points. Each competition and season (2017/18 and/or 2018/19) with VAR implementation will be registered. "Competiton" means each championship organised by a national association, league or confederation. As example, Spanish cup 2018-19 and First Division of Spanish League are two (2) competitions.

Each competition must have at least 15 matches to be considered.

55 points will be given to the tender with more competitions and the rest will receive a number of points proportional to its number of competitions related to the highest number.

The tender may be declared void if no bids are received, those received are not adapted to the rules, or they do not meet the guarantees required by RFEF in clause 5.

8. - ACCEPTANCE

By submitting their bid, applicants unconditionally accept all processes, content of the clauses and conditions and decisions of this tender, without proviso or reservation.

9.- CONTRACT.

The contract will be granted within a period of 3 calendar days from the date the award is notified of to the company. If, once said term had expired, it was not possible to grant the contract, for reasons beyond the control of the RFEF, the latter may cancel the award. The bidder will not have any economic right derived from the foregoing cancellation and non-contracting.

The contract cannot be assigned to a third party unless expressly authorised in writing by the RFEF, nor can the services subject to this tender be subcontracted without such authorisation.

The contract will include a penal clause equivalent to the value of one year services as guarantee of compliance of contractual obligations.

In the same way, a penalization will be established in case of delay on execution phases according to project schedule once approved by RFEF and incorporated to the contract, with a maximum value of one year service value.

In case of VAR system would not be correctly implemented at competition start date, a penal clause equivalent to a one year service will be applied.

10. - CONTRACT TERM

The duration of the contract will be 4 years adapted to the sports seasons and will start on July 1, 2019 and end on June 30, 2023.

11. – PROTECTION OF PERSONAL DATA

In accordance with the provisions of the data protection regulations and, in particular, in the LO 3/2018 of December 3, on the Protection of Personal Data and guarantee of Digital Rights, the General Data Protection Regulations (RGPD), the personal data included in these rules, as well as in any attached document or that in the future may be provided for their enforcement, will be subject to treatment in order to comply with its content. Once its validity has been extinguished, the data will be kept until the expiration of the legally obliged limitation period.

12.- CONFIDENTIALITY

The companies, the RFEF and the contracted company must respect the confidentiality of the information to which they have access in the course of the implementation of the contract or when by its very nature that information must be treated as such, and whenever duly established so in the contract.

13.- DOUBTS AND INTERPRETATION

Should any issues arise in the interpretation regarding the meaning or scope of the clauses of this document and on the tender to which it refers, it will be the RFEF who, through the negotiating table, will proceed to clarify these, being its criterion what will determine the meaning and scope of the application of said clause.

In Las Rozas (Madrid), May 14, 2019