



# **Terms and Conditions**

**"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR  
CONMEBOL COPA AMERICA 2024"**

**September - 2023**



**CONMEBOL**

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

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**Table of contents:**

BACKGROUND.....	03
BIDDING PROCEDURE.....	04
GENERAL TERMS AND CONDITIONS .....	08
AWARD .....	15
EXPRESS WAIVER OF LEGAL ACTION .....	15
ANNEXES .....	15



**BACKGROUND:**

The South American Football Confederation (CONMEBOL) is a non-profit civil association composed of ten national Football associations in South America. All of them are represented in the different bodies of the entity, whose highest instance is the Congress, which is held every year on an ordinary basis, between the months of January and April. The ten member associations are on an equal and balanced footing and make up the Confederation's COUNCIL, being represented by their respective Presidents.

In nine of the ten countries that make up CONMEBOL, Football is the number one sport in terms of popularity at the national level. Nine associations have participated in the World Cup and all ten have organized major continental competitions such as the Copa América or the Campeonato Juventud de América U-20.

In the FIFA ranking, 4 of the top 5 teams in the world are from CONMEBOL member associations, with Argentina in first place and Brazil in third. In the top 25 are 4 of the 10 member associations, in the top 50 are 5 and all of them are among the 100 best in the world.

In the last edition of the FIFA 2022 World Cup held in Qatar, Argentina was crowned world champion, winning its third world title.

Its ten-member National Associations are the pride and joy of CONMEBOL.

**"CONMEBOL LIBERTADORES".**

CONMEBOL Libertadores is an annual international Football tournament organized by Conmebol, created in 1960 under the name Copa de Campeones de América (in Portuguese: Copa dos Campeões da América). In 1965 the tournament adopted the name Libertadores in honor of the leaders of the Spanish-American and Brazilian wars of independence in South America.

It is one of the most prestigious tournaments in the world and the most prestigious club-level Football competition in South America. The CONMEBOL Libertadores tournaments are as follows:

- CONMEBOL LIBERTADORES MEN'S
- CONMEBOL WOMEN'S LIBERTADORES
- CONMEBOL LIBERTADORES FUTSAL FOR ME
- CONMEBOL LIBERTADORES FUTSAL WOMEN
- CONMEBOL LIBERTADORES BEACH FOOTBALL
- CONMEBOL LIBERTADORES UNDER 20

**"CONMEBOL SUDAMERICANA".**

It is an international Football tournament organized by the South American Football Confederation, which brings together various clubs in South America.

**"CONMEBOL RECOPA" or "RECOPA".**

It is an international South American Football tournament that is played annually and is organized by the South American Football Confederation. This competition has been held every year since 1989, with the exception of the period from 1999 to 2002 when it was temporarily suspended. It is an annual event featuring round-robin matches between the champions of CONMEBOL Libertadores and CONMEBOL Sudamericana.



**"CONMEBOL COPA AMÉRICA".**

The CONMEBOL Copa América is South America's oldest soccer tournament, inaugurated in 1916, and is the third oldest senior national team tournament in the world. Held every four years since 1987, it has been a platform for South American soccer stars and has played a key role in the development of the sport in the region.

**1. BIDDING PROCEDURE**

**1.1 OBJECT OF THE BID:**

The purpose of this BID is to contract the services for Accommodation Management Service for CONMEBOL Copa América 2024.

The winner of this BID shall enter into a contract with CONMEBOL under the terms and conditions of this RFP and the accepted bid.

In accordance with the ethical values and integrity that CONMEBOL promotes, participants in this BID are required to comply with the highest ethical standards, both during the selection process and in the execution of the contract.

CONMEBOL reserves the right to act against any fact or claim considered fraudulent or corrupt.

**1.2 DESCRIPTION OF THE SERVICE:**

The company bidding for prices must specialize in the area of Accommodation Services in the United States market.

The service to be performed is described in detail in Annex A (Technical Specifications), which contains a guide of requirements and characteristics of the services requested and shall serve as the basis for the preparation of the proposal.

**1.3 DELIVERABLES:**

**I. DISQUALIFYING DELIVERABLES:**

THE BIDDER must submit to CONMEBOL the following **documents**:

1. **Quotation and detailed fee breakdown:** provide a quotation form that includes a comprehensive breakdown of fees, specifying unit and total prices. All prices should be presented in US dollars (US\$)

**II. NON-DISQUALIFYING DELIVERABLES:**

2. **Proposed action plan for meeting delivery deadlines:** outline a well-defined action plan designed to meet the stipulated delivery deadlines.
3. **Relevant references from past projects:** supply references from previous projects of a similar nature to validate the agency's expertise in this field.



CONMEBOL

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

4. **Proposed operational and management system:** provide a proposal for a system designed to oversee the operational aspects of accommodation exclusively for the tournament.
5. **Detailed team description and references:** provide a detailed description of the core team members designated by the agency, including their qualifications and experience.
6. **Last three financial statements in accordance with the legislation of the bidder's country of residence and with an independent auditor's report.**  
In case of not having an independent auditor's report, submit a sworn statement made before a notary public stating that the legislation of the country where the Company resides does not establish such requirement for the same. In the case of individuals or natural persons, submit the last 6 Value Added Tax returns and the last Income Tax return.

#### 1.4 ELIGIBLE BIDDERS

This BID welcomes participation from legally established individuals, entities, and joint ventures (consortiums) who have submitted their documentation through CONMEBOL's registration platform.

Those individuals or legal entities that have not submitted their documents, or those that are required to update them, must do so as follows:

Access the following link: <https://compras.conmebol.com/> and upload the required documents, following the instructions and filling the corresponding fields. If you have any questions, please contact [catastro@conmebol.com](mailto:catastro@conmebol.com)

*Please notice that the BIDDERS must be duly registered and approved by CONMEBOL'S Ethics and Compliance Department in order to enable the opening of their bids. Failure to submit the required documents by October 9<sup>th</sup>, 2023, in the above-mentioned link could result in the impossibility of the BIDDER to participate in this BID.*

None of the conditions contained in the bidding conditions, as well as in the bids submitted by the participants may be modified by the BIDDER.

CONMEBOL reserves the right to:

- to enable negotiation rounds on the commercial proposals received.
- preselect or reject BIDDERS at any time during the bidding process.
- request clarification or resubmission of any bid that does not comply with the requirements set forth in this BID.
- modify the terms and the timeline of the BID.

The following are not eligible to participate in this contest:

- Natural or legal persons, including joint-ventures (consortiums), who have had litigation with CONMEBOL, CONMEBOL member associations, or FIFA-recognized confederations in the last five years, or who have had legal disputes involving FIFA itself, its shareholders,



CONMEBOL

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

or directors, are ineligible to participate. In cases where they have been convicted or sanctioned, they must have fully served their sentences or sanctions in order to be eligible.

- Natural or legal persons within the scope of FIFA GATE's investigation, except those who have obtained written authorization from, or have entered into an agreement with, EDNY.
- Individuals, legal entities or joint ventures (consortiums) that currently have contracts that are subject to evaluation or internal investigation by CONMEBOL.
- Individuals or legal entities that are nominated on OFAC, UN and EU Terrorist Watch Lists.
- Natural or legal persons whose banking instructions are destined for countries and territories that are nominated on OFAC sanctions control lists and FATF non-cooperative territories.
- Intermediaries.

### 1.5 PRESENTATION OF BIDS

Bids must be sent to the e-mail address [viajes.ca@conmebol.com](mailto:viajes.ca@conmebol.com) only. Under no circumstances will bids be accepted in physical format or folders at CONMEBOL's offices.

Interested suppliers should submit their proposals in electronic format, the total size of the files should not exceed 25 MB.

#### BID Deadlines: (Specified in Paraguayan official time)

<b>BID Release Date:</b>	<i>September 29<sup>th</sup>, 2023</i>
<b>Registration:</b> <i>(by sending an e-mail to <a href="mailto:Viajes.ca@conmebol.com">Viajes.ca@conmebol.com</a> with the company legal name and tax ID number)</i>	<i>October 3<sup>rd</sup>, 2023, until 11:59 pm.</i>
<b>Reception of doubts questions:</b>	<i>October 4<sup>th</sup>, 2023, until 11:59 pm</i>
<b>CONMEBOL Answers:</b>	<i>October 5<sup>th</sup>, 2023, until 11:59 pm</i>
<b>Deadline for Submission of Qualifying Documents on the platform indicated:</b>	<i>October 9<sup>th</sup>, 2023, until 11:59 pm</i>
<b>Offers Submissions:</b>	<i>October 13<sup>th</sup>, 2023, until 11:59 pm</i>
<b>BID Award:</b>	<i>within 07 days of receipt of the bids</i>

- All communications regarding the bid must be sent to [viajes.ca@conmebol.com](mailto:viajes.ca@conmebol.com) without copying to any other CONMEBOL email address.
- No bids will be received after the deadline detailed in the preceding chart.
- Each BIDDER is responsible for all costs, expenses and liabilities incurred by it or any third party assisting the BIDDER in the preparation of its bid and at any subsequent stage of the process of this BID (including in any negotiations with CONMEBOL) after the submission of its bid (whether an agreement has been reached with such BIDDER or not).
- CONMEBOL shall NOT be liable under any circumstances for any costs, expenses or liabilities incurred by the BIDDER in connection with the preparation, negotiation, contracting or execution of any Contract.



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CONMEBOL

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

## 1.6 BINDING NATURE

**Any bid submitted is binding and irrevocable for a period of ninety (90) days from the closing date. Once an offer has been accepted and notified to the BIDDER, the amount of the offer may not be altered.**

## 1.7 EVALUATION CRITERIA

All bids submitted in a timely and proper manner will be duly evaluated by an EVALUATION COMMITTEE, which shall be responsible for making the final contracting decision.

This Evaluation Committee is comprised by various internal departments within CONMEBOL.

CONMEBOL's Evaluation Committee criteria are provided as illustrative examples only and should not be seen as restrictive. Any additional criteria that may arise will also be considered as part of this BID.

CONMEBOL's Evaluation Committee may require that the BIDDER submits additional documents if they are necessary to evaluate its technical and financial capacity, and the BIDDER must submit them within the term indicated; failure to do so may result in the rejection of the Proposal.

The BIDDERS shall consider the possibility that CONMEBOL may request, during the bid evaluation period, visits to their facilities, as well as to respond to any type of clarification regarding the proposal submitted, in order to verify the BIDDER's operational capacity.

The cancellation/suspension of the BID shall not generate liability (civil, criminal, administrative, commercial, etc.) for CONMEBOL, and the bids may be considered "**DISQUALIFIED**" in the following cases:

- Failure to comply with the conditions and requirements set forth in the bidding documents.
- Extemporary submission of the bid or any information, requirement or documentation requested by CONMEBOL.
- Failure to respond to CONMEBOL's inquiries within the requested deadline.
- Untimely submission of any information, documentation, or requirements requested by CONMEBOL within a stipulated period.

CONMEBOL will evaluate the bids, reserving the following rights, including, but not limited to:

- Withdraw or modify the terms of this bidding document in whole or in part and/or the terms and conditions of this bidding document;
- Launch an additional or modified BID;
- Withdraw from any negotiations with respect to any offer; and/or
- Declare the present BID void, even if a winner has been notified, but the final Contract has not yet been signed.
- Reject any bid that does not meet the requirements of the present BID.
- Request additional information or clarifications about the bid.



-CONMEBOL-

**CONMEBOL**

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

- Enter into negotiations with one or more BIDDERS at its sole discretion, even if such negotiations were on an exclusive or non-exclusive basis.
- Conduct a completely new or revised selection or evaluation process at the discretion of CONMEBOL.

## **2. GENERAL TERMS AND CONDITIONS**

The following are the general conditions of the contract, which must be signed with CONMEBOL:

### **2.1. CONTRACTUAL OBLIGATIONS**

- The BIDDER shall be obligated as follows:
  - a) Subscribe in due time and form the contract proposed by CONMEBOL and the adherence to CONMEBOL's policies and codes and others that may apply.
  - b) Provide qualified staff, according to the contracted service.
  - c) Provide its personnel with the tools and equipment necessary for the execution of the services, guide and provide technical direction of the contracted work.
  - d) If CONMEBOL deems necessary, the BIDDER must maintain offices or subsidiaries in the countries where they intend to provide the service. These offices or subsidiaries must be clearly identified in the contract, complete with addresses, authorized representatives, contact information, and a well-documented quality control process.
  - e) All the BIDDER's subcontracted companies must have a minimum of two (2) years of experience in the local market and have five referential clients.
  - f) In case of non-compliance, the BIDDER undertakes to pay the fines established by CONMEBOL. CONMEBOL reserves the right to take legal action against the BIDDER for any damages that CONMEBOL may suffer.
  - g) Deadlines for the execution of the contract: Within 15 (fifteen) days from the time of award.
  - h) The BIDDER is responsible for procuring insurance policies covering work-related accidents, illnesses, injuries, fatalities, both total and partial disabilities, whether temporary or permanent, for employees directly hired by the BIDDER. The BIDDER shall hold sole responsibility for the employment relationship with these workers. Prior to contract signing, the selected BIDDER must provide these insurance policies for review.

### **2.2 COMMERCIAL CONDITIONS:**

- a. The agreed-upon price shall remain unchanged throughout the term of this contract. The price stipulated in the contract encompasses the BIDDER's offer and covers all expenses,





CONMEBOL

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

taxes, and expenditures incurred by the BIDDER in their country of residence, as well as in the location where the services subject to the BID are provided.

- b. At the time of preparing the bid, they must consider the tax legislation applicable in their country of origin and that of the countries where the services will be rendered, including all taxes, fees and/or contributions.
- c. The BIDDER shall consider, to the extent required by law, any and all taxes, fees and duties of any nature, whether national, municipal and/or of any other nature, present or future, that may be payable as a consequence or because of the execution of a contract with CONMEBOL in its country of origin and in the countries where the service is provided.
- d. Invoices issued for the performance of the services shall be received no later than the 25th day of each month, or the immediately preceding business day, in case it is a non-business day. Invoices must be sent to CONMEBOL no later than 48 hours after their date of issue; those sent after this period will be returned to the BIDDER.
- e. In all cases the presentation by the BIDDER of the corresponding legal/fiscal invoice together with the Purchase Order issued by CONMEBOL is mandatory. Invoices without purchase orders will not be accepted.
- f. Payments will be made within 30 days of receipt of invoices, and invoices will only be received once the services have been completed as agreed in the contract.
- g. All payments shall be made only by bank transfer to an account held by the BIDDER. All expenses related to the collection of the transfer received in the account shall be absorbed solely by the BIDDER.

### 2.3 PERFORMANCE BOND

The BIDDER shall **guarantee** the faithful performance of the contract for a percentage of (50%) of the total value of the contract.

For such purpose, it shall submit to CONMEBOL a **guarantee of compliance with the contract**, in any of the following forms:

1. Bank guarantee issued by a Bank.
2. Insurance policy issued by an insurance company authorized to operate and issue bid bonds, and which has a branch office in Paraguay.
3. The bid bond must be submitted by the BIDDER within ten (10) calendar days from the date of execution of the Contract, unless the services are rendered within the term.
4. Failure to constitute and deliver the bonds in a timely manner shall be grounds for termination of the contract for cause attributable to the contracted party.



- 5. The performance security shall be effective if the Employer determines the termination of the contract for cause attributable to the Contractor, in accordance with the law and the contract.

**2.4 APPLICABLE PENALTIES**

The following penalties shall be established in the contract in the event of noncompliance:

Noncompliance Description	Values or Percentages
Inability to meet demand	80% of the contract
Failure to meet quality standards defined	50% of the contract
Delays or service issues	30% of the contract

The amount of penalties is calculated on the total contracted amount.

**2.5 CONTRACT TERM**

The contract will be valid for **12 months**, computed as of its subscription.

CONMEBOL shall have the right to terminate the contract at any time without cause or payment of any indemnity, notifying such decision to the BIDDER at least thirty (30) calendar days in advance.

**2.6 CONFIDENTIALITY**

It is imperative to maintain absolute confidentiality and refrain from divulging any information, know-how, experience, and other confidential data owned by CONMEBOL, as well as the information and documents created by the BIDDER for the benefit of CONMEBOL in relation to the service delivery (hereinafter, the "Confidential Information").

The chosen BIDDER undertakes that its employees, subcontractors, and any other person under its legal responsibility, shall keep strict confidentiality and discretion regarding the Confidential Information. They shall not utilize, distribute, provide, reproduce, or disclose this information to any party except as permitted by and in accordance with the terms and conditions specified in the contract to be subscribed.

The selected BIDDER may solely employ the Confidential Information for the explicit purpose of delivering the SERVICES and may not exploit it, either directly or indirectly, for their own benefit or in any manner, whether during the contract's duration or at any point following its termination, irrespective of the cause.

THE selected BIDDER may not copy, duplicate or reproduce the Confidential Information or any part thereof without the express prior written consent of CONMEBOL.

The BIDDER shall indemnify and hold CONMEBOL harmless against any claims, actions, damages, losses, costs, or expenses incurred by CONMEBOL because of any breach of this confidentiality obligation by THE BIDDER, its officers, employees, subcontractors or third parties for whom it is legally liable.



The obligations set forth in these specifications shall not apply to Confidential Information that:

- a. As of the date of disclosure is published or otherwise publicly available.
- b. After being disclosed by CONMEBOL it is published or becomes available to the public in any way other than through an act or omission by THE BIDDER or its officers or employees, contractors or third parties for whom it is legally liable; or,
- c. The selected BIDDER demonstrates that it was legitimately in its possession on the date of disclosure and that it was not acquired directly or indirectly from CONMEBOL.

## 2.7 LIABILITY AND INDEMNITY

If the BIDDER fails to comply with any of its obligations within the established terms, it shall incur in default, without the need of judicial and/or extrajudicial action.

THE BIDDER shall be solely responsible for acts or omissions related to the provision of the SERVICES that may generate liability of civil, criminal, tax, labor, social security, environmental and / or any other nature and for accidents that their equipment, employees, dependents, subcontracted third parties and / or anyone for whom they are legally liable, caused by reason of the provision of the SERVICES.

THE BIDDER undertakes to hold CONMEBOL harmless against any claim of any kind, judicial and/or extrajudicial, made or to be made by any third party against CONMEBOL, because of the acts or omissions related to the provision of the contracted SERVICES.

THE BIDDER undertakes to **indemnify and hold harmless CONMEBOL** with regards to:

- a. Any damage or contingency of a civil, labor, administrative and/or criminal nature and any lawsuit, action, claim, judicial, extrajudicial or of any nature associated therewith, arising from the Related Persons and/or third parties who are related to, or in any way in connection with, CONMEBOL or for whom CONMEBOL is legally, contractually and/or extra-contractually liable (including, without limitation, for any costs and expenses, reasonable fees and expenses of legal counsel and other agents and advisors appointed for such purpose); and
- b. Any liability, damage, loss, claim, cost, expense or disbursement (including without limitation, any reasonable costs, fees and expenses of legal counsel and other agents and advisors to be appointed for such purpose) which such Indemnifiable Person suffers or may suffer by reason of the exercise and/or performance and/or partial or late performance and/or non-performance and/or partial or late performance by the Selected Firm of its obligations, performance, charges, liabilities, duties, rights, functions, under this Agreement and/or the acts and/or transactions contemplated by or in connection with this Agreement.



-CONMEBOL-

CONMEBOL

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

- c. It shall pay to CONMEBOL all sums that CONMEBOL, on its own behalf or on behalf of the Indemnified Person in question, may require by notice within five (5) business days of receipt of any and all claims, actions, notices and/or demands.
- d. The BIDDER hereby declares to have read and understood the documents and policies of the CONFEDERACION SUDAMERICANA DE FUTBOL (CONMEBOL) - published on the web at [www.conmebol.com](http://www.conmebol.com) which establish the principles that guide the management of CONMEBOL's business, as well as the contractual and other relationships with third parties.
- e. In light of the foregoing, and in connection with the performance of this contract, the BIDDER undertakes: a) to manage its activities in accordance with: - all principles, values and commitments expressed in the aforementioned documents; - similar policies and commitments, if any, publicly adopted by CONMEBOL; b) and, in particular, undertakes: - not to use or support the use of any form of child labor, slavery, servitude, forced/compulsory labor or human trafficking, or any other form of exploitation; - guarantee equal opportunities, freedom of association and the promotion of the development of each individual; - oppose the use of corporal punishment, mental or physical coercion or verbal abuse; - comply with applicable laws and industry standards on working hours and wages, ensuring that wages are sufficient to meet the basic needs of the personnel; - establish and maintain appropriate procedures to evaluate and select suppliers and subcontractors based on their commitments to social, human and labor rights and environmental responsibility; - not tolerate corruption in any way, shape or form in any jurisdiction, even if such activities are permitted, tolerated or not prosecutable; - assess and reduce the environmental impact of its own products and services throughout their life cycle; - use material resources responsibly, in order to achieve sustainable growth that respects the environment and the rights of future generations; - implement similar management models within its own supply chain.
- f. The BIDDER acknowledges that CONMEBOL has the right, at any time, to verify, either directly or through third parties, its compliance with its obligations hereunder. The Parties agree that CONMEBOL may terminate the Contract(s) and/or the Order(s) and exercise any remedy available by law in case the BIDDER fails to comply with any of the provisions set forth in clause 2.7 inc. e) herein.

## 2.8 APPLICABLE LAW AND JURISDICTION

The Agreement entered into, its terms, conditions and obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of the Paraguay.

The Parties agree to submit any controversy arising from the execution of this Agreement or related to the same, with its interpretation, validity, or invalidity, to a mediation process before the Paraguay Arbitration and Mediation Center of the National Chamber of Commerce and Services of Paraguay (the "CAMP"), in accordance with the rules of procedure for mediation held by said institution. In the event that the Parties do not resolve the controversy in the mediation procedure, they agree to submit their dispute to arbitration before an arbitration tribunal made up of 3 (three)



CONMEBOL

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

arbitrators appointed from the list of the CAMP's Arbitration Body, which shall decide according to law, and the final award shall be binding for the Parties.

In both cases, the respective regulations and other provisions governing the procedures in question shall apply at the time of recourse thereto, and the Parties declare that they are aware of and accept those in force, including their cost and expenses regime, and consider them an integral part of this Contract.

For the enforcement of the arbitration award, the Parties agree to submit to the jurisdiction of the Civil and Commercial Courts of the City of Asuncion, Paraguay, expressly waiving any other jurisdiction, even if it were more favorable to them.

## 2.9 FRAUD AND CORRUPTION

CONMEBOL requires BIDDERS to observe the highest ethical standards, whether during the bidding process or during the execution of a contract. CONMEBOL will act against any fact or claim considered fraudulent or corrupt. The BIDDERS declare and guarantee:

- a) that they have read and understood the prohibition on acts of fraud and corruption set forth by CONMEBOL and undertake to observe the relevant rules;
- b) that they have not incurred in any violation of the fraud and corruption policies described in this document;
- c) that they have not misrepresented or concealed any material fact during the procurement or performance of the Contract;
- d) that none of its directors, officers or major shareholders have been convicted of crimes related to fraud and corruption.
- e) The selected firm represents that it has read and agrees to comply with all activities required by this Contract, at all times with all applicable anti-bribery and corruption laws, regulations and legislation, including but not limited to the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §78-dd-1, et seq, as amended), the UK Bribery Act 2010, as well as any other anti-bribery, anti-corruption and conflict of interest laws applicable to the BIDDER and/or CONMEBOL. In this regard, it undertakes not to make or offer directly or indirectly payments, gifts, favors, entertainment, travel and/or donations to any employee, service providers, members of the Board or the various Committees, whether at the national, state and/or municipal level, to political parties and/or to any candidate for political office, under circumstances where the payment, gift, favor, entertainment, travel and/or donations constitute an illegal payment and/or are given for the purpose of securing an undue advantage or obtaining any benefit from the Public Authority or from such employee, agent or representative.

f) The BIDDER declares not to be on the sanctions lists of the Office of Assets Control USA (OFAC) and on the sanctions list of the United Nations Organization (UN), if it is a legal entity, it also declares that its legal representatives and shareholders are not on such lists.

g) In this regard, The BIDDER undertakes not to make or offer, directly or indirectly, payments, gifts, favors, entertainment, travel and/or donations to any employee, service provider, members of the board of directors or of the various committees of the other or, in connection with any aspect of this Contract, to any public authority, political party and/or any candidate for political office (in any country, state and/or municipality) or any other person (each of the foregoing, a CONMEBOL



Relevant Person or Consultant) in circumstances where such payment, gift, favor, entertainment, travel and/or donation amounts to an illegal payment and/or was given to obtain an unfair advantage or any benefit from such CONMEBOL Relevant Person or the BIDDER;

h) That they have effective systems and controls in place to prevent slavery, child labor and trafficking in persons in any part of their business and supply chain. Each Party shall, upon request and at any time during the Term, provide to the other Party a sworn statement that it effectively controls and prevents slavery, child labor and trafficking in persons in any part of its business and supply chain);

i) That they will observe the highest ethical standards in the exploitation of their respective rights and in the fulfillment of their respective obligations under this Agreement;

j) That they will act against any fact or claim considered fraudulent or corrupt within the scope of this Contract;

k) That they have read and understood the prohibition of acts of fraud and corruption and undertake to observe the relevant rules;

l) That to the best of their knowledge and belief, they have not incurred in any violation of the rules and policies on fraud and corruption described in this Clause;

m) That they have not misrepresented or concealed any material fact during the process of negotiating and signing this Agreement; and

n) That to the best of its knowledge, none of its directors, officers or major shareholders has been convicted of fraud and corruption related offenses.

**2.10 CONFLICT OF INTEREST**

The BIDDER declares that there is no conflict of interest that may affect the normal development of the Contract, as well as the legal use of resources; and undertakes to report any conflict of interest that may arise during the execution of the contract. In the event of any type of conflict of interest, they must make the pertinent declaration through the forms that will be made available to the BIDDER for such purpose.

**2.11 WAIVER OF RIGHTS**

The BIDDER shall transfer to CONMEBOL the necessary underlying editing and authorship rights.

The studies, projects, reports, Web Sites, Apps and/or any other document elaborated, generated and/or provided by the BIDDER in connection with the rendering of the SERVICES, shall be the exclusive property of CONMEBOL, who may register them before the corresponding bodies and use them without any restriction or cost, including in relation to other projects of its property and/or property of its controlled companies, controlling companies and/or any other related company.





CONMEBOL

"BID FOR ACCOMMODATION MANAGEMENT SERVICE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 09/28/2023

The BIDDER shall be solely responsible for any infringement of third parties' intellectual property rights. The BIDDER shall be directly liable for any type of claim made, maintaining, in all cases, CONMEBOL indemnified against such claims. The BIDDER, at its sole expense, and without affecting the provision of the SERVICES, shall make modifications to the SERVICES in such a way as to avoid future violations and ensure that they are remedied.

**The BIDDER, when submitting to the present BID, declares under oath that it has all the authorizations, permits and/or patents of the means used to provide the service.**

### 3. AWARD

CONMEBOL will award the Contract to the BIDDER whose offer is, at the sole discretion of CONMEBOL, the most convenient according to the technical and administrative criteria established exclusively by CONMEBOL. The submission of Offers to the BID implies the knowledge, acceptance, and express conformity by the BIDDERS of each and every one of the terms and conditions of the present Bidding Terms and Conditions, which shall form an integral part of the contract.

CONMEBOL may also declare the bidding process void when, in its opinion, none of the bids submitted meet the requirements established in this bidding process.

### 4. EXPRESS WAIVER OF LEGAL ACTION

Since this BID is a private procedure established by CONMEBOL, no legal action or appeal or request for precautionary measures shall be admitted by any of the BIDDERS. By submitting the Proposal, the BIDDER expressly declares its waiver of any judicial or extrajudicial action against the decisions adopted by CONMEBOL.

All those BIDDERS who submit their bids and participate in the bidding process declare to know and accept the terms of this clause, irrevocably declaring the express waiver to sue or request to the judges and courts of the Republic of Paraguay or any other jurisdiction for precautionary measures, which could in any way hinder the present bidding process for the selection of BIDDERS. Acts of this nature shall be considered detrimental to the interests of CONMEBOL and shall be subject to the corresponding claim for damages against anyone who attempts actions of the nature described in this clause.

### 5. INTELLECTUAL PROPERTY

All right, title and interest (including, without limitation, copyright) in this BID and any materials provided by CONMEBOL to any BIDDER or prospective BIDDER are and shall remain the exclusive property of such BIDDER or prospective BIDDER.

Upon receipt of each Bid document (and the physical media on which it is recorded) it shall become the physical property of CONMEBOL. Regardless of whether or not a bid is awarded, CONMEBOL shall have the right to use (without any payment or restriction whatsoever) all ideas, concepts, proposals, recommendations, or other materials (except trademarks and copyrighted materials) contained in such BID or otherwise communicated to CONMEBOL during the Bid process. The BIDDER waives any rights it has and shall not make any claim against CONMEBOL with respect to any use made by them of any intellectual property or other similar rights relating to the ideas, concepts, or any other materials (except trademarks or copyrighted materials of third parties) included in its BID documents.



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Rev: 1

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## 6. ANNEXES

- Annex A: Service Specifications