

REQUEST FOR PROPOSAL TO THE RIGHTS OF SINGAPORE FOOTBALL NATIONAL TEAMS & YOUTH COMPETITIONS



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1. FOOTBALL ASSOCIATION OF SINGAPORE

Football Association of Singapore is a society registered under the Societies Act of Singapore and having a principal place of business 100 Tyrwhitt Road, Jalan Besar Stadium, Singapore 207542 (hereinafter referred to as the “FAS”) whose objectives are, inter-alia, organising, promoting and developing football in Singapore.

2. REQUEST FOR PROPOSAL

2.1 FAS hereby invites tenders from reputed third parties to acquire the right and obligation to exploit the Rights in the manner described in this Request for Proposal (“RFP”).

2.2 *Bid Objectives*

To assist Bidders in understanding FAS’s requirements, each Bid must be aimed at, amongst the other aims set out in this RFP, assisting FAS to seek to achieve the following (non-exhaustive and non-prioritised) objectives:

- a. maximising the generation of revenue in respect of all our commercial rights;
- b. ensuring the widest coverage and the widest possible audience for the Matches;
- c. assisting to develop the game of football in Singapore;
- d. maximizing and enhancing exposure wherever possible for each of the official sponsors of the Matches; and
- e. increasing and enhancing exposure for football in Singapore both within Singapore and internationally.

In submitting their Bids, Bidders should demonstrate how they will be able to assist FAS to achieve the above-stated objectives.

2.3 *Preferred Bidders*

2.3.1 *Corporate requirements:*

- a. Experience in the football business in the Southeast Asia and Asia region with offices in Asia and preferably an office in Singapore;
- b. Stable ownership and finances.

2.3.2 *Football Requirements:*

- a. Experience operating major football events in Southeast Asia, Asia and/or internationally;
- b. Experience in working with multiple Football Associations in Asia and the rest of the world;
- c. Experience in managing complex football events scheduling and operations;
- d. Experience in sponsorship sales and media content production & distribution;

- e. Experience in creating new football properties in Southeast Asia, Asia and/or internationally;
- f. Expertise in operating in, and/or liaising with, major sports/football venues in Southeast Asia, Asia and/or internationally;
- g. Strong relationships with international and regional organisations in the football.

2.4 *Evaluation Criteria*

While financial offer (including minimum guarantee, revenue share and investment into event creation & marketing) is a key factor in the evaluation process, FAS is not under any obligation to accept the highest financial bidder. Other factors that will be taken into consideration are:

- a. Ability to work with FAS to create a new long-term vision for football in Singapore;
- b. Understanding of the football environment globally but especially in Singapore, ASEAN and Asia;
- c. Ability to secure the required event/match programming;
- d. Ability to promote new football events and encourage crowd attendances;
- e. Ability to operate football events safely and securely;
- f. Ability to achieve wide distribution and exposure for media (especially TV) coverage of matches;
- g. Provision of financial position including but not limited to providing the bidding company's financial statements.
- h. Ability to secure a successful commercial programme around the rights acquired.

2.5 *Guarantees*

Depending upon the financial standing of any Bidder, FAS reserves the right for a parent company or other such company of satisfactory financial standing to guarantee the obligations of the Selected Party pursuant to the Rights Agreement (as defined below). The failure to supply such a guarantee could result in the Rights Agreement being terminated.

2.6 *Bid Rejection*

Any Bid submitted by an entity which fails to satisfy the eligibility requirements set out in this RFP may be accepted or rejected by FAS in its absolute discretion. FAS shall not pre-judge or advise a Bidder whether it is qualified or not. The Bidder must submit its Bid in accordance with the process specified in this RFP and enable FAS to then evaluate its Bid.

3. RIGHTS/OBLIGATIONS

3.1 Overview

This RFP constitutes an invitation to Bidders to tender for the right under Option 1 and obligation to exploit the Rights during the Term (as defined below).

3.2 The Rights

Each Selected Party will have the right and obligation to exploit the Rights (the **“Selected Party”**). Each Selected Party shall, subject to the on-going requirement to comply with the Rights Agreement at all times, be entitled to exploit the Rights at its discretion including the development of commercial arrangements with sponsors and suppliers.

3.3 Useful definitions:

- 3.3a
- i. “Option 1” shall refer to all FAS’s Commercial Properties included in Appendix 1: FAS COMMERCIAL RIGHTS BRIEF.
 - ii. “Media Rights” shall mean the right to broadcast or otherwise distribute audio-visual, visual and audio coverage of any Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video, theatric and non-theatric rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise);
 - iii. “Title Sponsorship Rights” shall mean the right to be the title sponsor of the Matches;
 - iv. “Stadium Advertising Rights” shall mean the right to have any advertising or other branding featured within any stadium at which a Match takes place subject to the rights reserved for Sports Hub and Sport Singapore.
 - v. “Official Sponsor Rights” shall mean the right to be appointed an official sponsor to the Matches in up to a maximum of six product/service categories;
 - vi. “Games Rights” shall mean all rights of any kind whatsoever in relation to any toy or game of any kind which is based on or about the Matches and/or the Team (including without limitation any electronic game which may be played on any television, computer, mobile phone or other handheld device of any kind);
- 3.3b All commercial rights relating to the Rights and the relevant Team (being “Selected Party Rights”) shall, subject as provided on Appendix 1: FAS COMMERCIAL

RIGHTS BRIEF and generally to the provisions of the Rights Agreement, be available for exploitation by Selected Parties including but not limited to:

- i. hospitality packages
- ii. gate receipts;
- iii. supplier-ship arrangements
- iv. broadcast & media rights

Please refer to Appendix 1: FAS COMMERCIAL RIGHTS BRIEF for more details.

3.4 The eventual rights agreement between FAS and the selected party shall be for a period of two years and six months (January 2024 to June 2026). The Bidder should provide a minimum guarantee and revenue sharing arrangement.

3.5 *Rights Agreement*

The Selected Party shall have the opportunity to negotiate a Rights Agreement with FAS which shall include all of the provisions of Option 1 as set out in this RFP including the Selected Party's obligations in respect thereof.

3.6 Sub-licensing of Rights Selected Party shall not be entitled to sub-licence any of the Rights to any third party without the prior written approval of FAS.

4 PAYMENTS

4.1 As consideration for the right to exploit the Rights Selected Party shall pay to FAS a minimum guarantee and a share of revenue to be indicated in the bid.

5 REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

5.1 Further Information Bidders shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Bids, and will be deemed to have done so before submitting any Bid. Information may be sought within 10 days from the date of first issuance of this RFP and thereafter any further queries will be responded to at FAS's sole discretion. No irrelevant query will be entertained and the decisions of FAS in this regard shall be final. No Bidder shall, in the process of seeking clarifications, enter into any contractual negotiations. Further, no Bidder shall, in the process of seeking clarifications, submit a request for information relating to any internal processes followed by FAS. Requests from Bidders for clarification and/or further information relating to this RFP must be addressed to FAS and marked for the attention of General Secretary and received by FAS by way of electronic mail (e-mail) sent to tenders@fas.org.sg Save as specified herein, Bids and other supporting papers that may be furnished shall and will become the property of FAS upon their delivery and FAS will not be obliged to return them. However, all information and documents that are furnished to FAS will be treated as strictly confidential and shall not, unless required in accordance with law, be disclosed to any other party.

5.2 *Bid Costs*

Each Bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid(s) and any responses to requests for further information by FAS.

6 AMENDMENT/ADDENDUM

6.1 The information set out in this RFP is in summary form and does not purport to contain complete descriptions of the arrangements relating to the organisation, all its Commercial rights, the arrangements relating to the Rights or the terms and conditions affecting the exercise of the same, all of which may be subject to change and amended by FAS in its discretion. This RFP does not contain any representation upon which any Bidder is entitled to rely at any point in time in order to bring any claim, action or proceedings against FAS or any other third party (whether for misrepresentation or otherwise).

6.2 At any time prior to the last date for submission of the Bids, FAS may, either for any supervening factors and/or events or in response to a bona fide request for further information (including clarification) by a Bidder, modify, add or alter the terms of the invitation and/ or the conditions of this RFP by issuing an Addendum(s) or otherwise, without any obligation to provide reasons. The amendment(s)/addendum(s), if any, will be notified in writing to the Bidders at least 24 hours prior to the last date for the submission of Bids. Such addendum(s)/amendment(s) will form part of this RFP and will be binding.

7 FORMAT SUBMISSION OF THE BID

The Tender Documents in sealed covers, as above, shall be delivered by hand in person by an authorised representative of the Bidder to FAS **by 23 October 2023 1800hrs, Jalan Besar Stadium, Reception Level 1**. The Tender Document shall adhere to the format set out in Appendix 3: RFP TEMPLATE/FORMAT

8 GENERAL

- 8.1 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this RFP or any other information at any time made available to the Bidder is given by FAS or any other person. Accordingly, each Bidder and recipient of this RFP shall be responsible for verifying the accuracy of all information contained in this RFP and the Prospectus and for making all necessary enquiries prior to the submission of its Bid. Neither FAS nor any of its/their associates, agents, employees or representatives will be liable for any claims, loss or damages suffered by any Bidder, prospective Bidder or other recipient of this RFP as a result of reliance on any information contained in either document or otherwise.
- 8.2 In furnishing this invitation, FAS does not undertake or agree to or acknowledge any obligation to provide to the Bidder any additional information or any roving queries or to update this RFP or to correct any inaccuracies in it, which may become apparent.
- 8.3 Neither the issue of this RFP nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of FAS to proceed with the tender and FAS reserves the unfettered right to annul, terminate or reject any Tender or to vary or terminate the tendering procedure at any time or stage without giving any reasons.
- 8.4 FAS reserves the unfettered right and absolute discretion at any time and without any liability whatsoever to any Bidder: (i) to cancel the entire tendering process at any stage prior to the execution of a binding Rights Agreement with without giving any reasons; or (ii) to amend, vary, waive and/or modify any or all of the terms and conditions of this RFP without any reason or prior notice whatsoever being provided to any Bidder.
- 8.5 FAS shall not, in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, losses or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any Bid, or compliance with any of the requirements of this RFP by any Bidder.
- 8.6 Any concealment of material fact by or on behalf of any Bidder shall lead to disqualification of the Bidder.

8.7 The grant of any right to exploit the Rights shall be conditional upon the Bidder entering into a binding Rights Agreement and not otherwise.

8.8 No Bidder (or any person in any way connected with or acting on behalf of a Bidder) shall take any action which is intended or likely to influence the award of Rights and any such action shall result in the immediate disqualification of the relevant Bid.

9 ACCEPTANCE OF TERMS AND CONDITIONS

9.1 Each Bidder irrevocably and unconditionally accepts and agrees that by submitting a Bid:

- a. it agrees to be bound by the terms, conditions and obligations set out in this RFP; and
- b. it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions of this RFP.

10 CONFIDENTIALITY

10.1 All information of whatever nature and in whatever format contained within any Bid and/or any response or clarification (whether oral or written) provided by FAS to any Bidder during the bidding process, (the Confidential Information) is and shall be kept strictly confidential by the Bidder.

10.2 Accordingly, in consideration of FAS allowing that Bidder to participate in the bidding process for a Rights, each Bidder accepts that, by submitting any Bid(s), it is agreeing:

- a. to keep all Confidential Information private and confidential and to use any and all Confidential Information solely in order to consider and/or to make a Bid, in order to seek to obtain an award of a Rights and in order to take part in discussions with FAS as part of the bidding process; and
- b. not to disclose, distribute or reveal any Confidential Information to any person other than to those persons who are required to receive and consider the same for the purpose of formulating the relevant Bid(s) and/or their professional advisers under conditions of confidentiality.

10.3 Confidential Information shall have the meaning ascribed to it in Paragraph 2 of the Eligibility Letter.

11 NO ORAL REPRESENTATION

11.1 No oral representation shall be:

- a. Accepted or constructed as modifying or varying any of the provisions, terms or conditions in this tender; and
- b. Binding on FAS.

12 DISPUTE RESOLUTION

- 12.1 **Negotiation:** FAS and each Selected Party shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Tender within 20 working days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the General Secretary or Chief Executive Officer (or equivalent) of each party.
- 12.2 **Mediation:** If FAS and each Selected Party are unable to resolve the dispute through negotiation, they agree to attempt mediation under the rules of the Singapore Mediation Centre (“**SMC**”) or any other mediation center agreed upon by them. The mediation shall be initiated by either party sending a written request for mediation to the other party. Both parties shall cooperate in good faith to appoint a mutually acceptable mediator. If the Parties cannot agree on a mediator within [14] days of the written request, the mediator shall be appointed by the SMC or the agreed-upon mediation center.
- 12.3 **Binding Effect:** Any resolution or award resulting from negotiation or mediation shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

- 13.1 Except as expressly provided in the Contract (or other Schedules as appropriate) for the purposes of the Contracts (Right of Third Parties) Act 2001, this Contract (or other Schedules as appropriate) is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any right or remedy of such a person that exists or is available apart from that Act.



Appendix 1:

FAS COMMERCIAL RIGHTS BRIEF



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1.	<p>KEY OBJECTIVES</p> <p><u>Youth Development</u> Inclusion of promoting youth players competing in a professional league.</p> <p><u>Capability Development</u> Customised and centralised mechanism to deliver industry best practices in coach development and club administration.</p> <p><u>Cost Efficiency</u> Shared services to maximise holistic support and to leverage on economies of scale.</p> <p><u>Vibrant Football Culture</u> For Singaporeans to feel connected to and embrace local football.</p> <p><u>Purpose</u></p> <ul style="list-style-type: none"> • Create and provide competitive platforms for elite players to develop into National players; • Provide an environment to enable players and coaches to gain recognition for the sports as a viable career; • To build community awareness, affiliation and participation; • Develop youth programmes to create the pathway towards a professional football careers; <p>The FAS now seeks to award to one Commercial Partner the commercial rights to football across all football properties controlled by FAS, including but not limited to the national teams and all current and future professional football leagues. These rights include media, broadcasting, franchise, sponsorship, ticketing, licensing and merchandising rights and any other commercial rights attached to any of these properties. This will enable FAS to exploit the commercial rights for our national team and other properties under one roof, which will in turn allow us to offer a coherent approach in optimising overall revenue streams for FAS and Singapore football.</p> <p>The duration of the Contract ranges for two (2) years and six (6) months. with an option to extend to another 2 (two) years upon review of performance at the end of the term of contract on mutually agreeable terms.</p> <p>The appointed Commercial Partner will be tasked to spearhead and manage the FAS' commercial rights to publicise Singapore football, in particular the on-going implementation of the FAS Strategic Plan. This document presents the various commercial rights (and properties) to be executed by the Commercial Partner contracted, as well as the key deliverables.</p>
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2	BACKGROUND: FAS PROPERTIES
2.1	There are two types of properties under the FAS; Teams and Tournaments.
	<ul style="list-style-type: none"> a. Men's National 'A' Team b. National Under-23 Team c. Women's National 'A' Team d. National Youth Teams (Boys and girls age groups) e. Lion City Cup (Age group tournament) f. Merlion Cup (Tournament) g. Bidders may present any other options for consideration. h. Please find in Appendix 4, the list of commercial inventory associated with all the FAS properties, teams and tournaments <p>Please find in Appendix 3, the list of commercial inventories associated with all the FAS properties, teams and tournaments</p>
2.2	<p>Key deliverables of the commercial partner</p> <ul style="list-style-type: none"> a. The Commercial Partner shall be expected to organise the above-mentioned competitions for all our teams, unless these are sanctioned solely by an external party such as the like of another Member Association within the region. b. In the event that the Commercial Partner, in consultation with FAS, decides that it would not be able to organise a particular competition due to a specific reason which is accepted by FAS, the Commercial Partner shall arrange friendlies for the specific team(s) either in Singapore or overseas during the period or on dates which the competition would have been held. The international opponents shall be teams that are agreeable to the FAS in consideration of development and commercial opportunities. Failure to do so will lead to imposition of a penalty as deemed appropriate by FAS. c. The FAS shall determine the key targets expected from each competition organised by the Commercial Partner at least six months before the commencement of the competition.

3	TYPES OF COMMERCIAL RIGHTS AND SCOPE OF WORK
3.1	The FAS property or properties shall be bound by and comply with the terms of all commercial rights contract(s) entered by the Commercial Partner in consultation with the FAS, from time to time in relation to the commercial rights as stated in para 4.4.
3.2	The FAS property or properties shall provide access to grounds and provide all other rights, facilities and services as may be necessary to enable the commercial partner, in consultation with the FAS, to fulfill the commercial rights contract(s).
3.3	The commercial rights to be awarded to the Commercial Partner include media, broadcasting, franchise, sponsorship, ticketing, licensing and merchandising rights and any other commercial rights attached to any of these properties.
3.4	<p>The Scope of Work in managing each of these rights is as follows:</p> <p>a. <u>Marketing and Media Rights</u></p> <p>i. The Commercial Partner will own all marketing and media rights for the duration of this agreement, including social media, in relation to the FAS property or properties and has the sole right, to exploit itself or through a third party, in consultation with the FAS, any and all marketing rights in relation to the competition(s) which the FAS property or properties are involved. The Commercial Partner will issue Marketing and Media Regulations specifying these marketing and media rights. The FAS property or properties will fully comply with these regulations and ensure that their members, officials, players and other affiliates also comply with the regulations.</p> <p>ii. For the purposes of these Regulations, “marketing rights” shall mean all rights of exploitation of the FAS property or properties involved in the respective competition(s), all advertising, including electronic and virtual promotion, marketing, licensing, franchising, sponsorship, hospitality, publications, database rights, and any other rights and/or associated commercial opportunities relating to or in connection with the FAS property or properties, including advertising, franchising, displaying, sampling and selling rights of any nature at the stadium, television and other official sites.</p> <p>iii. For the purposes of these Regulations, “media rights” shall mean the right to film, photograph and record the FAS property or properties involved in the respective competition(s), including but not limited to newspapers, television, radio, internet, social media, and mobile. All media rights will be subject to a right for the FAS to make footage available on FAS’ platform and to the rights of the FAS and its commercial partners to use footage for advertising and promotional purposes within Singapore.</p>

<p>iv. The Commercial media partner may establish its own Team Media Centre (TMC) before and during the competition(s) in which the FAS property or properties are involved if it wishes to do so. All costs involved in the installation and management of TMCs shall be solely borne by the media partner concerned.</p> <p>b. <u>Broadcast Rights</u></p> <p>i. The Commercial Partner will acquire the broadcast (TV) rights for international matches involving various FAS properties, when the matches are being played in Singapore.</p> <p>ii. The Commercial Partner will offer innovation and value-add in the broadcast of the 'live' matches involving various FAS properties, as well as the production and broadcast of the other non-live games.</p> <p>iii. The FAS will also work with the Commercial Partner and explore strategies to expand its revenue streams through the broadcast of the 'live' matches, including but not limited to television, radio, internet and mobile.</p> <p>iv. The Commercial Partner will work in consultation with the FAS to generate the relevant content or materials for viewers on both television and social media platforms.</p> <p>c. <u>Sponsorship Rights</u></p> <p>i. The Commercial Partner is responsible for securing various sponsorship deals for the FAS and its properties, including title, official partner, shirt and training kit sponsorships.</p> <p>ii. The Commercial Partner will work in consultation with the FAS to explore various sponsorship deals to increase revenue for the FAS and its properties. The Commercial Partner shall always involve the representative from FAS in meetings with potential sponsors and other external parties.</p> <p>d. <u>Licensing and Merchandise Sales Rights</u></p> <p>i. Beyond engaging fans through football, the FAS also seeks to boost merchandise sales to all football fans through various products and services.</p> <p>ii. The Commercial Partner will have the non-exclusive royalty-free right to produce and sell goods on which the official name, nickname, official mascot, official emblem and/or official symbol of the FAS property or properties are placed together with the FAS logo, provided that all such goods are otherwise unbranded. FAS property or properties, upon</p>

request, provide notification to the company or organisation of their acknowledgement of this provision.

- iii. The merchandise will include but not limited to publications, autographed cards, music, coins, stamps, videos, apparel and electronic games of any nature.

e. Match Ticketing Rights

- i. The FAS shall determine the number of tickets the Commercial Partner shall be authorised to sell match tickets for the competition(s) in which the FAS property or properties are involved. The Commercial Partner is to stipulate the ticket prices in consultation with the FAS. The partner/match ticket provider may exploit itself or through a third party, to explore various match ticket sales platforms available to the public, including but not limited to internet, ticket booths, match-day venue and mobile.
- ii. The Commercial Partner may also specify regulations that any match ticket obtained from any other source (for example, unauthorised intermediaries such as ticket brokers, internet ticket agents, etc) will be rendered invalid and all rights of entry into the match venue will be nullified and cancelled.
- iii. For the purposes of the regulations, the giving away of match tickets for the competition(s) in which the FAS property or properties are involved in consumer prize draws is an illicit marketing activity. The right to use match tickets in consumer promotions is strictly reserved to the match ticket provider. They reserve the right to refuse entry to any such ticket holders, regardless of the source of the tickets used in the promotions.

f. Corporate Hospitality Rights

- i. The Commercial Partner will offer FAS' corporate guests a hospitality programme of the highest standard for the competition(s) or match(es) in which the FAS property or properties are involved. The number for FAS corporate guests shall be capped at 80% of the venue capacity allocated for corporate hospitality
- ii. The sales of hospitality packages are to be on an exclusive worldwide basis. Corporate hospitality shall offer a variety of hospitality products meticulously designed to offer a choice of bespoke experiences at the competition(s) in which the FAS property or properties are involved.

The corporate hospitality packages will accommodate the FAS' corporate guests.

7.	TERMS AND CONDITION
7.1	The Prospective Commercial Partners should provide a minimum guarantee with a revenue- sharing arrangement to be indicated in the bid.
7.2	Prospective Commercial Partners should note that the FAS reserves the right in its absolute discretion to require security for payment of the fees and/or performance of obligations by way of bank guarantees, parent company performance and/or payment guarantees or other forms of security in a form acceptable to the FAS.
7.3	Prospective Commercial Partners should be aware that certain commercial rights for qualification matches including FIFA, AFC and AFF matches played by the National 'A' Team during the Term are excluded from the tender process on the basis that the relevant rights are being marketed centrally by FIFA, the AFC and/or AFF respectively.
7.4	Prospective Commercial Partners should note that FAS prefers to award all rights to one winning bidder who may then, at its discretion, subcontract some or all of its obligations under the main contract to another vendor subject always to FAS review of capability, financial credit worthiness and reputation relating to such vendor. The winning Commercial Partner however remains liable for the performance of the main contract, and has to ensure that the requirements listed under 2.2 of Appendix 1 and other responsibilities spelt out in this document are fulfilled.
7.5	FAS may, at any stage of the bidding and selection process, request further information from the prospective Commercial Partners by any means that it considers reasonably appropriate. The prospective Commercial Partners may also, within 10 days of the Bid procedure, request further information from FAS relating to the Bid procedure and/or FAS' properties. All such requests must be submitted to FAS in English by way of electronic mail (e-mail). FAS will endeavour to respond to any reasonable requests in the form considered most appropriate by FAS. Responses to general questions may be circulated to all other prospective Commercial Partners, but without revealing the identity of the enquirer.
8	SUBMISSION OF TENDERS
8.1	Tenders must be received before the deadline specified in clause 8.3. They must include all the relevant supporting documents and financial figures and be sent to the following address: Attention: Mr Yazeen Buhari, FAS General Secretary 100 Tyrwhitt Road #01-02, Jalan Besar Stadium, Singapore 207542
8.2	All tenders must be submitted in one original, marked "original", and 3 copies signed in the same way as the original and marked "copy".

8.3	<p>All tenders must be received at the Football Association of Singapore before the deadline date and time, 23 October 2023, 1800hrs, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by a FAS representative.</p> <p>Late tenders will not be accepted regardless of the reason for the delay.</p>
8.4	<p>Key dates:</p> <ul style="list-style-type: none"> a. Publication of tender: 11 October 2023, 1800hrs b. Deadline for submission of queries: 23 October 2023, 1800hrs c. Submission of tenders: 25 October 2023, 1800hrs d. Presentations (if necessary): by 17 November 2023 e. Announcement of winning Commercial Partner: by 1 December 2023
9	TENDERERS NOT TO WITHDRAW TENDERS
	<p>The Tenderer shall not withdraw their tenders after the tender closing date. Any Tenderer who attempts to do so may, in addition to any remedy which FAS may have against him, be liable to be debarred from future tenders.</p>
10	ASSESSMENT OF TENDERS
10.1	<p>The commercial rights process will be conducted on a market-by-market basis and will involve an “Request for Proposal”(RFP) inviting all qualified companies or organisations to submit offers for various Commercial Partner rights. Qualified companies or organisations must have the appropriate infrastructure, resources and financial standing to be granted the right of association to the various FAS properties.</p>
10.2	<p>The FAS’ President will chair a panel of judges, including officials from the FAS, to handle the commercial rights evaluation of prospective commercial partners for various FAS properties. They will access each tender upon receipt. For the avoidance of doubt, the FAS is not under any obligation to accept the highest financial tender for any commercial rights and shall be free in its absolute discretion to select the Commercial Partner which most successfully fulfill its objectives and requirements. The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between FAS and the Prospective Commercial Partners. The FAS reserves the right to negotiate with one or more Prospective Commercial Partners, exclusively or otherwise, before taking a decision on announcing the successful Commercial Partner.</p>
10.3	<p>The FAS in its absolute discretion may reject any prospective commercial partners at this stage of the process (or at any subsequent stages) and will be under no obligation to give reasons for such decisions.</p>

10.4	Following the assessment process, the FAS will decide in its absolute discretion whether to invite any prospective commercial partners to make a presentation of its tender to the panel at the Jalan Besar Stadium.
10.5	<p>Following a period of evaluation and any further requests for clarification and/or meetings that the FAS may require, the FAS may in its absolute discretion announce the award of the commercial rights to the successful commercial partner. The FAS shall notify the successful Commercial Partner of the award of the commercial rights and confirm in writing the key terms of the tender that has been accepted by the FAS in the form of a memorandum of understanding (“MOU”). As part of the MOU process, the successful Commercial Partner should note that:</p> <ul style="list-style-type: none"> a. They may be required to submit further information requested by the FAS; and b. The FAS reserves the right to require the payment of a non-refundable financial deposit at the start of any period of exclusivity granted to a successful Commercial Partner to negotiate and/or finalise the commercial rights agreement.
11	CONFIDENTIALITY
11.1	Each prospective Commercial Partner will be required to sign and return the Non-Disclosure agreement to the FAS. Subject to disclosure to its panel of judges and advisers for the purposes of assisting the FAS in carrying out the evaluation, the FAS will keep confidential any business confidential information supplied to it. Any of the panel of judges and advisers will be subject to the same confidentiality requirements of the FAS.
11.2	Prospective Commercial Partners shall not make any public statement or announcement (including, without limitation, any form of briefing to the press and media) in relation to the contents of the tender including in particular, but without limitation, the amount of such tender or any part(s) of the tender process or any discussions or negotiations with the FAS in relation thereto without the FAS’ prior written consent; it being agreed that the FAS shall have the sole right to make any announcement in relation to the tender process, any tender and the award of any commercial rights in respect of a tender.
11.3	FAS may require an unsuccessful Commercial Partner to return any specifications, plans or instructions issued by FAS.
12	CONCLUSION

12.1	FAS is both pleased and encouraged by the intent of its and its stakeholders' investment in Singapore football. However, there remains much hard work ahead and we will continue to work closely with our relevant partners in the respective fields. In terms of commercial partnerships, we look forward to working with a Commercial Partner from 1st January 2024 to monetise our properties collectively, in order to reinvest in the game and bring Singapore football to the next level.
12.2	<p>FAS looks forward to receiving tenders from companies and organisations in the coming weeks to acquire various commercial rights to further drive the FAS' strategic aims and its various properties. For further queries, please contact the following:</p> <p>Attention:</p> <p>Mr Yazeen Buhari, FAS General Secretary yazeen@fas.org.sg</p> <p>Mr Gerard Christopher FAS Deputy General Secretary gerard@fas.org.sg</p> <p>Mr Morales Menon FAS Head, Commercial & Marketing morales.menon@fas.org.sg</p>
13	GOVERNING LAWS
13.1	This RFP will be governed under the laws of Singapore.



Appendix 2:

RFP TEMPLATE/FORMAT



1 INTRODUCTION

This is the RFP Template form referred to in the Request for Proposal for FAS's Commercial Rights ("RFP")

All terms which are defined in the RFP shall have the same meaning in this bidding form.

If you wish to make a bid, please follow the RFP Template and submit this form in accordance with the timescales and procedures set out in the RFP.

Please note that, by responding to the RFP and submitting a bid and in consideration for FAS agreeing to receive the submitted bid, you are confirming that:

- i. you have read and understood the terms contained in the RFP (including those set out at Appendix1) and that you agree to accept and comply with such terms; and
- ii. such terms take precedence over any provisions which you communicate to FAS.

2 COMPANY DETAILS

Please include the following information:

- a. Company full legal name
- b. Registered office address
- c. Company legal status (e.g. private/public company)

3 COMPANY CREDENTIALS

Please include the following information:

- a. Main Business Activities
- b. Overview of financial performance & trends
- c. Key client & details of partnership including commercial rights representation and key events undertaken

4 PROPOSAL

Please provide us with details of your proposal:

Option 1 – All FAS's Commercial Properties included in Appendix 1: FAS COMMERCIAL RIGHTS BRIEF.

5 FINANCIAL PROPOSAL

Please provide us with the details of your financial proposal including:

- a. Level of guaranteed fee
- b. Suggested payment terms

- c. Other details if any portion of the offer is contingent on third party investment, sponsorship, etc.

6 ADDITIONAL INFORMATION

Please provide us with additional details including plan for achieving the following bid objectives

- a. maximising the generation of revenue in respect of the Matches
- b. ensuring the widest coverage and the widest possible audience for the Matches
- c. assisting to develop the game of football in Singapore
- d. maximizing and enhancing exposure wherever possible for each of the official sponsors of the Matches; and
- e. increasing and enhancing exposure for football in Singapore both within Singapore and the rest of the world

7 REFERENCES

Please provide us with at least one reference (together with names and contact details) from each of the following:

- a. The Footballing bodies including Football Associations, Confederations and Clubs you have worked with
- b. Other high profile sports / entertainment client

8 COMMENTS ON RFP REQUIREMENTS AND TERMS

The appointment of a bidder shall be subject to the bidder entering into a long form contract supplied by FAS. The contract will reflect the content of this RFP (including the commercial rights and requirements, PR & promotional rights & requirements, and logistical requirements) and will also include other terms which are important to FAS. If you are unable to fulfil any of the requirements or terms of the RFP or any principles reflected in this RFP, then this should be highlighted below. Please note that:

- a. your response to this and the amount of negotiation which FAS anticipates will be required in order to conclude a suitable contract will both be factors being taken into account when selecting the preferred bidder of FAS
- b. by submitting your bid to FAS, and in consideration for us agreeing to receive the completed RFP proposal, you are confirming that you have listed all of your comments on the RFP requirements, terms and principles.

9 SIGNATORY

Please ensure that the signatories is/(are) capable of entering into legally binding agreements on behalf of the entity whose details are set out in part 2 of RFP



Appendix 3:

COMMERCIAL INVENTORY



1. FOOTBALL ASSOCIATION OF SINGAPORE: TEAMS & TOURNAMENT	
Men's National 'A' Team	i. AFC Asian Cup Qualifier ii. AFF Suzuki Cup iii. AFC Asian Cup iv. World Cup Qualifiers v. Lions International Series
Men's National Under 23 Team	i. SEA Games ii. AFC Qualifiers iii. AFF Competitions iv. Pre-Olympic Qualifier v. Merlion Cup
Women's National 'A' Team	i. SEA Games ii. AFC Qualifiers iii. AFF Women's Championship iv. Pre-Olympic Qualifiers v. Lions International Series vi. Merlion Cup
National Youth Teams	i. Lion City Cup (for boys and girls)

2. FOOTBALL ASSOCIATION OF SINGAPORE: <u>TYPES OF COMMERCIAL RIGHTS & SCOPE OF WORK</u>		
INVENTORY	ENTITLEMENT	PLATFORMS
1. Team Sponsorship Title Sponsor Product Sponsor Official Sponsor Apparel Sponsor Presenting Sponsor	<u>Title Sponsor (FAS Organized Events)</u> <ul style="list-style-type: none"> Product category exclusivity VIP invitation and complimentary tickets to all matches Branding on training kit and bibs Advertising signage (4) at home game Branding on backdrop for media conferences, flash interview TV telecast exposure Print exposure Branding on advertisements (TV/Print/Posters etc.) Logo feature on FAS website Customised sponsorship programme to meet sponsor's marketing or business objective Sponsorship over PA system of home stadium during match days 	<u>Branding on Team Kit</u> Training Kit Tracksuit <u>Sponsor's A-board Entitlement</u> A-board

	<p><u>Official Sponsor (FAS Organized Events)</u></p> <ul style="list-style-type: none">• Product category exclusivity• VIP invitations and complimentary tickets to all matches• Advertising signage (4) at home game• Branding on backdrop for media conferences, flash interview• TV telecast exposure• Sponsorship over PA system of home stadium during match days• Branding on advertisements (TV/Print/Posters etc.)• Logo feature on FAS website• Customized sponsorship programme to meet sponsor's marketing or business objective <p><u>Support Sponsor (FAS Organized Events)</u></p> <ul style="list-style-type: none">• VIP Invitations and complimentary tickets to all matches• Advertising signage (2) at home games• Branding on backdrop for media conference• TV telecast exposure• Print exposure• Sponsorship over PA system of home stadium during match days• Branding on advertisements (TV/Print/Posters etc.)• Logo feature on FAS website• Customized sponsorship programme to meet sponsor's marketing or business objectives	
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<u>2. Broadcast Rights</u>	<ul style="list-style-type: none"> • Rights to broadcast the programme on TV, mobile, IPTV, tablets, PC, laptops and any other emerging platforms, subject to approval from FAS • Right to sub-license or assign any or part of the rights under the agreement without further notice to FAS • Right to resell broadcast to other broadcasters (FTA and Pay TV) subject to approval from FAS • Right to overlay advertising/ information/ graphics over the broadcast subject to approval from FAS • Right to screen outdoor, non-sponsored, public events 	<ul style="list-style-type: none"> - Local & international distribution for TV rights • Mobile on local & international distribution • Online on local & international distribution • IPTV on local & international distribution
<u>3. Social Media Rights</u>	<ul style="list-style-type: none"> • Complimentary tickets • Branding on advertisements (TV/Print/Posters, etc.) • TV telecast exposure • Logo feature on FAS website, Facebook, YouTube, Twitter, etc 	<ul style="list-style-type: none"> • Facebook • Instagram • Youtube • Twitter • Website
<u>4. Gaming Rights</u>	<u>Consumer Gaming Rights</u> <ul style="list-style-type: none"> • Players image rights • Team image rights • Logo rights • Intellectual property rights 	<u>Betting</u> <ul style="list-style-type: none"> • Online betting for both local & international • Phone betting for both local & international • Stadium betting for fans attending the match
<u>5. Merchandizing Rights</u>	<ul style="list-style-type: none"> • Rights to sell merchandise at stadium during match • Merchandise sales area • Intellectual property rights on merchandise 	

<u>6. Corporate Hospitality</u>	<ul style="list-style-type: none"> • Logo feature at VIP box • Complimentary tickets 	<ul style="list-style-type: none"> • VIP boxes • VIP seats • VIP Tour • Dinner event
<u>8. Matchday Sponsorship</u>	<ul style="list-style-type: none"> • Sponsorship over PA system of home stadium during match days • Booth area provided 	<ul style="list-style-type: none"> • Presenting sponsor • Magazine • Freebies
<u>9. Ticketing</u>	<ul style="list-style-type: none"> • Logo feature on FAS website • VIP invitation and complimentary tickets to all matches • Branding on advertisements (TV/Print/Posters etc) • Official "Ticketing Partner" • Season Ticket 	<u>Categories</u> <ul style="list-style-type: none"> • Premium • Grandstand • Gallery • Gate • Collection • Season passes
<u>10. Venue Branding (Inventor able items)</u>	<ul style="list-style-type: none"> • Advertising Board • Match day program 	<u>Example</u> <ul style="list-style-type: none"> • Masthead • 2nd tier branding • A-board • Signages • Entrances • LED Screens • Flags
<u>11. Image Rights</u>	<ul style="list-style-type: none"> • Players image rights • Team image rights • Logo rights • Intellectual property rights 	Match, players events and tournament
<u>12. Digital Rights</u>	<ul style="list-style-type: none"> • Mobile application • QR codes 	Match, players events and tournament

<u>13. CSR Sponsorship</u>	<ul style="list-style-type: none">• Publicity before and during the event• Branding on advertisements (TV/Print/Posters etc.)	Sponsor for CSR program with the team
<u>14. Licensees</u>	<ul style="list-style-type: none">• Permission to use FAS logo to promote merchandise• Brand exposure	