

The Governing Body of Cricket in Singapore

# 1. <u>INTRODUCTION TO SCA AND THE EVENT DESCRIPTION FOR WHICH THIS RFP IS BEING ISSUED.</u>

- 1.1 Singapore Cricket Association (SCA) constituted as a society on 4th November 1965 is the official governing body of the sport of cricket in Singapore. SCA is Singapore's representative as an associate member of the ICC since 1974 and also a member of the Asian Cricket Council.
- 1.2 SCA along with the Successful Applicant of this RFP intends to host a 10-over cricket tournament in Singapore at the Singapore Sports Hub / SCA approved venues.
- 1.3 The currently scheduled time slot for the Launch in year 2021 is from [Mutually Agreed] to [Mutually Agreed]
- 1.4 The currently proposed Tournament contemplates 6 Teams and under a "Single Round Robin Plus 2 Semi Finals and a Final" Format. This is subject to change at the absolute discretion of SCA based on the successful applicant proposal.
- 1.5 Each team should include 2 Singapore Local qualified players from the players list provided by SCA from time to time in the squad of 16 and minimum 1 local qualified player on the field of play as part of playing XI. There is no maximum limit of Singapore Local qualified players in a team/playing XI.
- 1.6 However, selection of the Singapore Local qualified players in the respective teams is under the discretion of team owners during the drafting.
- 1.7 Each team should adopt 1 under-19 player ("Emerging Star") as part of the squad which can be the 17<sup>th</sup> player in the squad.
- 1.8 SCA reserves the absolute right to call upon all and/or shortlisted Applicants to enter into negotiations with SCA and suitably amend/alter their Proposals to meet any amendments to the Scope of this RFP as may be necessitated by unforeseen and/or unique exigencies posed by the ongoing Covid-19 Pandemic or other cause beyond the control of SCA.
- 1.9 The Applicant is required to provide all relevant information to execute the services mentioned in Appendix B.
- 1.10 Furthermore, SCA reserves the right to cancel, amend or vary this RFP at any time at its sole discretion, without assigning any reason therefor.

### 2. **OBJECTIVES**

- 2.1 The purpose of this RFP is to invite interested and qualified Applicants from Singapore and International entities to submit Proposals for the right to provide the Services to SCA in respect of the Tournament, as described in the overview of Services set out in Appendix B and on the terms and subject to the conditions set out in this RFP.
- 2.2 This RFP invites Proposals from Applicants with:
  - (a) extensive proven experience in providing services similar to the Services set out in Appendix B;
  - (b) a strong financial position;

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- (c) sufficient resources (in particular, staffing) to provide the Services; and
- (d) trained personnel (including in particular, but without limitation, experienced and skilled management personnel).
- 2.3 In this RFP, each Applicant is invited to submit its Proposal for the right to provide the Services.
- 2.4 In submitting a Proposal for the right to provide the Services in respect of the Tournament each Applicant must:
  - (a) complete, sign and return the form as set out in Appendix E, together with its detailed Proposal, by the applicable date specified in the Timetable.
  - (b) provide adequate and detailed answers and information to meet the requirements of the Criteria (as set out in Appendix C); and
  - (c) provide a full, detailed breakdown of costs in relation to the Services within the Applicant's Proposed Budget spreadsheet.
  - (d) propose the suitable Tournament duration based on the available international cricket/broadcast schedule without overlapping with other similar major International tournaments/leagues/ICC Events/ACC Events.
  - (e) propose tournament prize money to the winners and players' professional fees.
  - (f) propose license fees and/or additional benefits to SCA for the sanction rights.
- 2.5 In submitting its Proposal, each Applicant will have to establish that it satisfies (or will satisfy in a timely fashion) the Criteria and the Requirements. SCA, will evaluate the Proposals based on the extent to which they reveal that such conditions and requirements have been or will be satisfied.
- 2.6 Each Applicant should provide satisfactory evidence to SCA in its Proposal of its financial standing and of its ability to meet the commitments it makes in its Proposal. SCA reserves its right to require appropriate bank guarantees and/or parent company performance guarantees.
- 2.7 SCA may, in its absolute discretion, waive any of the conditions and/or requirements set out in this RFP in respect of any or all of the Applicants. Each Applicant will be evaluated on the overall merits of its Proposal and the Successful Applicant may not have satisfied all conditions and requirements and may not necessarily be the one which offers the most competitive financial terms.

### 3. **ENQUIRIES**

- 3.1 SCA shall, where possible, answer questions or provide additional information reasonably requested by Applicants at any time during the Selection Procedure with respect to the contents of this RFP or the means by which the Successful Applicant shall be appointed.
- 3.2 Queries should be addressed in an e-mail with the subject line "Singapore T10 Cricket League" to: <a href="mailto:rfp@singaporecricket.org">rfp@singaporecricket.org</a> & <a href="mailto:admin@singaporecricket.org">admin@singaporecricket.org</a>

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- 3.3 SCA shall attempt to respond to all queries in expeditious manner as possible and in such a form as SCA considers appropriate. SCA reserves the right to make its response to any query from any Applicant available to all relevant Applicants without revealing the identity of the initial enquiring party.
- 3.4 SCA may not be able to provide responses and/or additional information to all queries and it shall definitely not be able to do so if such requests are sent less than [enter days] business days before the due date for receipt of Proposals as set out in the Timetable.

#### 4. **SELECTION PROCEDURE OVERVIEW**

- 4.1 Each Applicant must submit to SCA its Proposal documents, in English, by email <a href="mailto:rfp@singaporecricket.org">rfp@singaporecricket.org</a> & <a href="mailto:admin@singaporecricket.org">admin@singaporecricket.org</a> no later than the due date prescribed in the Timetable.
- 4.2 Each Applicant must attach all applicable documents in support of its Proposal in accordance with the requirements set out in clause 2.4 of this RFP as well as any other relevant materials, web links, photographs and/or attachments. SCA may issue supplementary requests for information, which once issued, will form part of this RFP. SCA may also ask any Applicant for such further information, guarantees and/or documents as SCA deems necessary in connection with any Proposal at any time and any such further information, guarantee and/or document may be used at any point in the Selection Procedure by SCA to evaluate a Proposal.
- 4.3 Each Proposal, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the Proposal, which offer cannot be amended or withdrawn after its date of submission (in either case unless requested by SCA).
- 4.4 SCA is not obliged to accept or consider any Proposal in full or in part or any responses or submissions in relation thereto and SCA may reject any Proposal, responses or submissions (or any part thereof) and, in its sole discretion, may refuse to award any business in connection with this RFP. Without prejudice to the foregoing, SCA reserves the right to appoint the Applicant whose Proposal (in the absolute discretion of SCA) most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in this RFP or to make alternative arrangements for the provision of the Services, including (without limitation) issuing a revised or different RFP or providing the Services itself.
- 4.5 SCA shall conduct the Selection Procedure in accordance with the Timetable set out in Appendix D. Each Applicant is and shall be required to comply fully with the applicable deadlines in the Timetable as well as such other deadlines as are imposed by SCA throughout the Selection Procedure (unless otherwise approved by SCA on a case-by-case basis).
- 4.6 The Selection Procedure shall consist of:
  - (a) a technical evaluation of each Proposal examining each Applicant's ability to provide the Services in accordance with the Requirements.
  - (b) a financial evaluation of each Proposal examining each Applicant's ability to secure or offer the best possible prices in connection with the Services; and
  - (c) an evaluation of each Applicant's suitability, experience, and qualifications, including (without limitation) its compliance with the Criteria as well as the organisational structure and infrastructure proposed by the Applicant to provide the Services.

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- 4.7 SCA may, for any reason and at any time during the Selection Procedure, request any Applicant to supply further information and/or documentation. Each Applicant shall supply such further information and/or documentation requested within 7 (seven) calendar days (or such other period of time as may be required by SCA) following receipt of the written request for that information and/or documentation. Any and all costs and/or expenses associated with the provision of the additional information and/or documentation shall be borne by the Applicant.
- 4.8 SCA reserves the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with Applicants following submission of the Proposals.
- 4.9 After careful consideration and thorough examination of the Proposals, SCA shall, in its absolute discretion, confirm which Applicant (if any) it proposes to appoint as the Successful Applicant. The relative competitiveness of the financial terms offered may not necessarily be a decisive factor in choosing between Proposals. SCA reserves the right to make the appointment of the Successful Applicant subject to such further terms and conditions, as it considers appropriate in relation to this RFP process and/or the provision of the Services. Applicants who have not been selected shall be informed accordingly in writing. SCA shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.
- 4.10 The appointment of the Successful Applicant is subject to the conclusion of the Agreement between SCA and the Successful Applicant governing all rights and obligations related to the Services. The Agreement shall be prepared by SCA to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by SCA (whether arising from the specifications of the Proposal of the Successful Applicant or otherwise). It is intended that the Agreement shall be concluded and signed following good faith negotiations within 30 (thirty) days following the date of submission of the draft Agreement by SCA to the Successful Applicant. Each Applicant agrees and acknowledges that SCA shall have the absolute right to determine at its absolute discretion whether or not negotiations shall be conducted on an exclusive basis.
- 4.11 Notwithstanding any other provision of this RFP, SCA reserves the right, at any time and in its absolute discretion, to accept or reject Proposals (or to permit any Applicant to resubmit its Proposal in the event that such Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of Applicants, to withdraw from negotiations with any Applicant at any time, to pursue negotiations in respect of some or all of the Tournament or parts of the Services, and to suspend, discontinue, modify and/or terminate this RFP process (or any part thereof) at any time.

### 5. <u>LEGAL PROVISIONS</u>

- 5.1 In participating in this RFP process, responding to this RFP and/or submitting a Proposal, each Applicant accepts and agrees to be bound by and to comply with the terms of this RFP generally, including (without limitation) the following terms and conditions (which apply in each case equally to all Applicants):
- 5.2 Nothing in this RFP, or in any communication made by SCA, or their respective officers, employees, representatives, agents and/or advisers shall constitute an offer of a contract or a binding contract between SCA and any Applicant, nor shall it be taken as constituting any representation that rights or licenses will be granted in accordance with this RFP and/or the Selection Procedure.

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- SCA reserves the right, at any time during the Selection Procedure, to change any aspect of this RFP, to issue any separate amendment or addendum to this RFP (which will become part of this RFP upon issue), to issue an amended RFP in place of this RFP, to refuse to consider any Applicants or to withdraw this RFP. Applicants acknowledge that SCA may decide to organise the Services on its own or without appointing any third party and that may increase, decrease, suspend, discontinue and/or modify its requirement for the Services.
- 5.4 Whilst SCA has taken all reasonable care to ensure that this RFP is accurate in all material respects at the date of its issue, neither SCA, nor any of its officers, employees, representatives, agents and/or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this RFP or in any subsequent correspondence by SCA in relation to this RFP, nor shall they be liable for any loss or damage suffered by any Applicant or any other third party in reliance on this RFP or any subsequent communication with SCA.
- 5.5 Without prejudice to clause 5.4 above, this RFP does not contain any representation upon which any Applicant or other recipient may be entitled to rely at any point in time in order to bring any claim, action or proceedings against SCA and/or its associated entities and/or any of their respective officers, employees, representatives, agents and/or advisers (whether for misrepresentation or otherwise). This RFP is incapable of creating any liability for SCA and/or its associated entities and each Applicant hereby irrevocably and unconditionally waives any and all rights it may have, now or at any time in the future, to bring any claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Applicant, the Selection Procedure or otherwise in relation to the RFP process.
- Each Applicant represents, warrants and undertakes to SCA that any and all information contained in its Proposal and/or submitted in connection with its Proposal, and any and all representations made by or on its behalf to SCA, during the course of the Selection Procedure shall not be false, inaccurate or misleading in any respect (including, without limitation, by the omission of any material, information or facts) and that if, after submitting its Proposal there is any change in the Applicant's circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by SCA, the Applicant shall promptly notify SCA in writing setting out the relevant details in full. SCA is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Proposal and/or submitted in connection with any Proposal in assessing any Applicant's ability to perform and deliver the Services.
- 5.7 Each Applicant agrees to keep confidential at all times, whether during or after the Selection Procedure, all Confidential Information and to take all necessary steps to preserve the strict confidentiality of such Confidential Information, including (without limitation) by disclosing relevant material to its officers, employees, representative, agents and/or advisers only on a strictly "need to know" basis and only for the purpose of this Selection Procedure.
- 5.8 Each Applicant agrees that it will not discuss any part of this RFP, any Proposal it is considering or which it has submitted and/or any other aspect of the Selection Procedure with any other Applicant at any time for any reason. Any breach of this obligation by an Applicant may result in its immediate elimination from the Selection Procedure.
- 5.9 No Applicant is entitled to make any announcement relating directly or indirectly to this RFP, the Selection Procedure and/or its Proposal. Each Applicant acknowledges and agrees that SCA shall have the absolute right to make any announcement in connection with this RFP and/or the whole or any aspect of the Selection Procedure.

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- 5.10 Each Applicant is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by or on its behalf in the preparation and submission of its Proposal and/or otherwise in relation to the Selection Procedure and/or any negotiations following receipt by SCA of its Proposal (whether or not an Agreement is entered into with such Applicant). Under no circumstances will SCA and/or its associated entities and/or any of its respective officers, employees, representatives, agents or advisers be responsible for any costs of any Applicant associated in any way (whether directly or indirectly) with the Selection Procedure.
- 5.11 Each Applicant acknowledges that any and all intellectual property rights of SCA, (including, without limitation, to the name and logo for the Tournament) remain the exclusive property of SCA. Furthermore, any materials provided by SCA to any Applicant shall belong and/or accrue exclusively to SCA. No Applicant shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this RFP.
- 5.13 In consideration of SCA receiving and reviewing its Proposal, each Applicant confirms and warrants that it has read, understood and accepted the terms and conditions set out in this RFP, which take precedence over any provisions contained in any other communications between the Applicant and SCA. Each Applicant further acknowledges that, except as set out in the Proposal and in the Agreement, there is no existing agreement, arrangement or understanding in place (whether in writing or oral) between SCA and the Applicant in relation to this RFP, its subject matter and/or the provision of the Services.
- 5.14 Each Applicant acknowledges that, save as set out in the Agreement, all rights and opportunities in and in relation to the Tournament shall be exclusively reserved by SCA.
- 5.15 SCA shall be able to rely on any and all representations made by each Applicant in its Proposal and/or in connection therewith.
- 5.16 No terms seeking to restrict in any way the discretion of SCA in the Selection Procedure will be accepted.
- 5.17 This RFP, the Selection Procedure and any and all related documentation and correspondence (including, without limitation, any Proposal), any non- contractual obligations, and any Agreement (or other agreements) entered into between SCA or any of its affiliates and any Applicant or prospective Applicant shall be governed by and interpreted in accordance with the Singapore law and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the Singapore courts.

#### **APPENDIX A**

### **DEFINITIONS**

"Agreement"	means the long form written agreement to be entered into between SCA and the Successful Applicant governing the provision by the Successful Applicant of the Services (or any part of them).
"Applicant"	means any party which is considering whether or not to submit or which submits from time to time a Proposal in response to this RFP.
"Confidential Information"	means any and all aspects of this RFP, the Selection Procedure, the Tournament and/or the business and/or affairs of the SCA which is, or which comes into an Applicant's possession (except where such information is generally available to the public).
"Criteria"	means the list of criteria to be addressed by each Applicant in its Proposal as set out in Appendix C.
"SCA"	means Singapore Cricket Association., the governing body for the sport of cricket, which has its administrative office at 229 Mountbatten Rd, #03-31, Mountbatten Square, Singapore 398007

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"ICC"	means the International Cricket Council, the international governing body for the sport of cricket, which has its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070, Dubai, United Arab Emirates.
"Proposal"	means all documents and information submitted by an Applicant supporting its bid to provide the Services to SCA, as required under this RFP, including the Applicant's Proposed Budget as set out at Appendix F.
"Requirements"	means the guidelines, directions, requirements, instructions and requests of SCA issued to any Applicant with respect to the Selection Procedure and/or the Services from time to time.
"RFP"	means this Request for Proposals, including all of its appendices and as amended, supplemented or replaced from time to time.
"Selection Procedure"	means the entire procedure conducted by SCA to select and appoint the Successful Applicant for the provision of the Services pursuant to the RFP process and the subsequent negotiation, finalisation and execution of the Agreement.
"Services"	means the services in respect of the Tournaments set out in Appendix B.
"Successful Applicant"	means the Applicant selected by SCA to provide the Services pursuant to the Selection Procedure.
"Timetable"	means the timetable for the Selection Procedure as set out in Appendix D
"Tournaments"	means the Men's and Women's T10 Tournaments.

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#### **APPENDIX B**

#### **SERVICES**

- The Successful Applicant shall be required to provide the services listed below, such services to be delivered by the Successful Applicant always in accordance with any instructions issued by or on behalf of SCA from time to time. The Services will be discussed and agreed upon by SCA and the Successful Applicant following consideration of the Proposal and the Applicant's Proposed Budget spreadsheet.
- 2. The Successful Applicant shall assist to conceptualize the 'holistic idea' for the Tournament and shall subsequently create a schedule of activities.
- 3. The Successful Applicant shall be able to execute the plan to launch the tournament.
- 4. The Successful Applicant shall be able to produce and strive to broadcast all matches of the tournament in as many countries as possible especially the cricket loving countries.
- 5. The Successful Applicant shall manage the complete tournament including but not limited to, ground production, sponsorship activations, crowd management, match day entertainment.
- 6. The Successful Applicant shall assist all teams and their respective owners in running their franchises whereas SCA will oversee and implement all rules and regulations.
- 7. The Successful Applicant shall be able to exploit all sponsorship opportunities including on-air sponsorship inventory.
- 8. The Successful Applicant/Team Owners shall be able to provide bank guarantee for the all players professional fees upfront as an assurance to the SCA.
- 9. The Successful Applicant shall be able to exploit the Franchise Ownership Rights and conduct a thorough KYC activity before signing the EOI.
- 10. In keeping with the aim of the SCA to stage an attractive and premier T10 tournament, the successful Applicant shall be able to attract Franchisees who shall include marquee players and players of star quality in their respective teams.

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#### **APPENDIX C**

### **SELECTION CRITERIA**

Each Proposal must include information to allow SCA to evaluate the Relevant Experience, Organisational Criteria, and Financial Criteria about the Applicant (together the "Criteria") set out below. Proposals may, where appropriate, include the provision of documentary evidence in support of the relevant Criteria and Applicants are requested to address as fully as possible the questions set out below in respect of each of the Criteria. SCA reserves the right to evaluate Proposals by reference to the below evaluation criteria and any other criteria in its absolute discretion.

#### **RELEVANT EXPERIENCE**

- 1. What relevant over all experience does the applicant have in relation to the international sports marketing business?
- 2. How will your experience and expertise in providing services of a similar nature to the Services in relation to previous national and international sporting events enable the Applicant to deliver the scope of the Services required?
- 3. What innovations, concepts, products, or processes has the Applicant previously introduced in the delivery of similar services? How will the Applicant apply any of the foregoing to the Services?
- 4. Please provide relevant experience of managing Sports' Leagues and Events for at least 3 years.
- 5. Please provide relevant experience in exploiting various sponsorship rights such as; Ground Sponsorship Rights, Media Rights, Franchise Ownership Rights.
- 6. Please provide experience in Broadcast Production / Partnership in relation to previous national and international sporting events.
- 7. Please provide relevant experience of managing whole or parts of limited overs tournament especially tournaments such as a 10 or a 20 over format.
- 8. Please list down all projects current the Applicant is working on with a brief summary of each one.

#### ORGANISATIONAL AND OPERATIONAL CRITERIA

9. Please include a detailed staffing plan of how the Applicant intends to operate in relation to the Services (including an organisation chart, the size and composition of the proposed team,

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respective responsibilities and escalation paths) and how the Applicant believes each team member's experience makes them suitable for these roles. Within the staffing plan, the Applicant should indicate whom they propose to act as its Account Manager for the Services and how the Applicant believes their experience makes them suitable for this role.

- 10. How will the structure, composition and experience of the Applicant's project team ensure consistent service levels?
- Will the Applicant have the capability to change staffing rapidly during the performance of the Services as required? Does the Applicant propose to sub-contract any aspect of the Services? If so, please provide full details about proposed sub-contractors and any other material information.
- 12. The Applicant should note the following:
  - a. Provide a concept of the tournament
  - b. Provide a detailed plan outlining all critical areas of the tournament
  - c. Provide an execution plan for the tournament and including utilization of Services mentioned in Appendix B

### **FINANCIAL CRITERIA**

- 13. Please detail the total cost of the Proposal in the Applicant's Proposed Budget spreadsheet, which accompanies this RFP. The budget shall be provided in [Singapore Dollar (SG\$) (inclusive of all applicable taxes), clearly identifying inclusions and exclusions and pricing separately each part of the scope of Services set out in Appendix B. The Applicant's detailed budget should include a line-by-line breakdown of expenses. Full assumptions and specific costs should be provided to support how the pricing has been structured.
- 14. The Applicant must provide all information requested in Appendix F along with detailed plans on how to meet all budgetary requirements.

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### **APPENDIX D**

### **TIMETABLE**

The current timetable for the Selection Procedure is as follows:

Occasion	Date*
Publication of RFP	[26/09/2020]
Deadline for receipt by SCA of Proposals from Applicants	[17/10/2020]
Selection and appointment by SCA of the Successful Applicant	[17/11/2020]
Provision of draft Agreement to Successful Applicant	TBC

<sup>\*</sup> Applicants are reminded that these dates may be amended by SCA, in its absolute discretion, for whatever reason and at any time.

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### **APPENDIX E**

### **DETAILS OF APPLICANTS**

1	Type of business activity	
2	Address and headquarters	
3	Phone number	
4	Fax number	
5	Email address	
6	Website	
7	Contact person, position in company and contact details	
8	Trade register entry and legal status	
9	Composition of board of directors and management including total number of employees	
10	Summary (in table form) of key personnel including name, positions and skill set	
11	Parent company and/or holding structure and substantial shareholdings in other companies (>25%)	
12	Details (including supporting documents of the applicant's financial status including, but not limited to, details of the most recent audited reports and accounts (last 2 years), copy of trade license, general financial performance, and any applicable credit ratings).	
13	References (previous business involvement in sports events and other major events); please indicate name, title/function, phone, email	
14	Years of experience in the current business	

By submitting a Proposal, I confirm for and on behalf of my organisation that I have read and understood the terms and conditions of the RFP issued by SCA for the appointment of an organisation to provide the Services, and I agree for and on behalf of my organisation that the organisation which I represent is and shall remain bound by such terms and conditions.

SIGNATURE:	
NAME:	 
TITLE:	
ORGANISATION:	
PLACE:	
DATE:	

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#### **APPENDIX F**

### **APPLICANT'S PROPOSED BUDGET / BID**

- 1. Applicants should fully complete and return the Applicant's Proposed Budget spreadsheet which accompanies this RFP to provide SCA with a fully itemised breakdown of costs.
- 2. Management fees and other costs must be clearly stated and must be inclusive of any and all taxes that may be chargeable thereon.
- 3. All travel, accommodation and subsistence/per diem costs must be detailed within the breakdown of the management fee.
- 4. All costs detailed in the Applicant's Proposed Budget must be in [SG\$] and all invoices shall be issued and paid in [SG\$].
- 5. The Applicant must also provide a detailed plan on how they intend to fund the whole project and the meet the budgetary requirements mentioned in the Applicant's Proposed Budget spreadsheet.

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