

INVITATION TO TENDER
FREE-TO-AIR NATIONWIDE RADIO SERVICE LICENCE

15 JUNE 2016

TENDER REFERENCE : **MDA/REG/2014/17/10-1 VOL 01**
CLOSING DATE : **14 SEPTEMBER 2016**
TENDER BOX NO. : **1**

The Authority reserves the right to alter, correct or vary any part of this document at any time prior to the closing date of this tender. Any such alterations, corrections or variations shall be immediately notified by the Authority to all affected parties.

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File Ref : MDA/REG/2014/17/10-1 VOL 01

FAX: 6577 3888
Email: policy_tenders@mda.gov.sg

Date : 15 June 2016

Dear Sirs/Madam

**INVITATION TO TENDER
FREE-TO-AIR NATIONWIDE RADIO SERVICE LICENCE**

- 1 The Media Development Authority of Singapore (“MDA”) is pleased to invite you to tender for the “Free-To-Air Nationwide Radio Service Licence” to operate one or two radio channels.
- 2 Enclosed in this package are the following documents:
 - (a) Part I: Instructions to Tenderers
 - (b) Part II: Requirement Specifications and Evaluation Criteria
 - (c) Part III: Licence Conditions
 - (d) Annex A: Format of Tender Deposit
 - (e) Annex B: Form of Tender
 - (f) Annex C: Information on Partners/Directors
- 3 Part I contains the instructions of the Tender, and terms and conditions for the submission of Tender in response to this Invitation to Tender. Part II contains description of the information required by the MDA and evaluation criteria. Part III contains the terms and conditions governing any licence to be issued pursuant to this Invitation to Tender.
- 4 The prescribed Form of Tender (Annex B) must be completed, and duly signed and submitted along with any necessary attachments which include the Tender proposal. Please read Parts I to III of the Invitation to Tender and ensure that you understand all terms and conditions contained therein as well as the information required by the MDA before submitting the tender.

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5 The Tender proposal **MUST BE** submitted via the following two modes:-

- (a) a softcopy of the complete proposal via email to policy_tenders@mda.gov.sg; and
- (b) By hand in a sealed envelope under confidential cover to:

**Media Development Authority of Singapore
3 Fusionopolis Way
#14-22 Symbiosis
Singapore 138633
Tender Box 1**

6 The closing date and time for the tender is **14 September 2016 at 4pm Singapore local time.**

7 Queries concerning this Tender must be made in writing quoting the relevant paragraphs and pages and addressed to both:

Ms Esther Quek
Manager, Industry Policy

and

Mr Patrick Teo
Assistant Director, Industry Policy

Email: policy_tenders@mda.gov.sg

Yours sincerely

Ms Esther Quek
Manager, Industry Policy

PART I INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

Throughout this Invitation to Tender and any resultant Licence, unless the context otherwise requires, the following definitions shall apply:

- (a) "Authority" means the Media Development Authority of Singapore and includes any officer authorised by the Authority to act on its behalf.
- (b) "Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderers, Requirement Specifications, Evaluation Criteria, Licence Conditions and any other documents and forms enclosed.
- (c) "Licence" means the free-to-air nationwide radio service licence to be granted by the Authority to the Licensee for provision of the Service in Singapore for such period and on such terms and conditions as the Authority may determine.
- (d) "Licensee" means the successful Tenderer.
- (e) "Service" means an unencrypted free-to-air nationwide radio service made available for reception, without payment of a subscription fee, by persons in the Republic of Singapore including its vehicle tunnels and outlying islands using broadcasting apparatus commonly available to the public in the Republic of Singapore, provided that it shall not include any of the services falling within the other categories of services as set out in the Second Schedule to the Act and such other services as the Authority may from time to time decide.
- (f) "Tenderer" means any person or its permitted assigns tendering to provide the Service, and shall be deemed to include two or more persons who are members of a Consortium (if appropriate).
- (g) "Licence Conditions" means the Licence Conditions found in Part III herein and shall include such additional conditions as may be mutually agreed between the Authority and the successful Tenderer.
- (h) "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

2. ELIGIBILITY

Any company or business who is currently debarred from participating in Government tenders is not eligible to participate in this Tender. If a Tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the Authority shall treat the submission of the Tender as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Tender and, if such a declaration is discovered to be false, the Authority will be entitled to nullify any award made pursuant to such a Tender, without the Authority being liable therefore in damages or compensation.

3. TENDER DEPOSIT

- 3.1 Each tenderer is required to pay a Tender Deposit of Singapore Dollars Ten Thousand (S\$10,000) (the "Tender Deposit") in a form of banker's guarantee issued by a licensed bank in Singapore which shall be acceptable to the Authority, cheque or cashier's order, or other equivalent electronic instruments acceptable to the Authority (the format of the banker's guarantee is attached in Annex A hereto), for each Tender proposal submitted. Cheques or cashier's orders should be crossed "A/C Payee Only" and made payable to the "Media Development Authority of Singapore". Failure to make full payment of the Tender Deposit for any reason (including dishonoured cheques or stoppage of cheque payment) shall render the tender submission incomplete.
- 3.2 The Tender Deposit shall be refunded (without any interest) to -
- (a) the unsuccessful tenderer(s) within thirty (30) days after the Authority's announcement of the tender results, and
 - (b) the successful tenderer within thirty (30) days after the lodgment of a performance bond acceptable to the Authority (described in paragraph 4 of Part III: Licence Conditions).
- 3.3 The Tender Deposit shall be forfeited to the absolute benefit of the Authority if the tenderer withdraws its tender submission at any time after the tender's closing date.

4. FORMS OF TENDER

- 4.1 The Tenderer **MUST** complete and submit the Form of Tender and Information on Partners/Directors attached hereto as Annexes B and C

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respectively together with the Tender proposal and monetary bid (if applicable).

- 4.2 The Tender proposal must be prepared in accordance with the guidelines found in Part II herein.
- 4.3 All forms must be signed by an authorised person and stamped with the official company stamp of the Tenderer.
- 4.4 The Tender must be typed or printed in the English language, indexed with numbered pages and paragraphs, signed by an authorised person and stamped with the official company stamp of the Tenderer. All amendments to the Tender must be initialed by the authorised person, failing which the Tender is liable to be rejected.

5. OWNERSHIP STATUS OF TENDERER

- 5.1 The Tenderer shall provide the following information in its Tender:
 - (a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer; and
 - (b) the number, percentage and class of shares held by such person, company or corporation.

6. SUBMISSION OF TENDER

- 6.1 Tenderer **MUST** submit their Tenders concurrently via the following two (2) modes by not later than **4pm (Singapore local time) on 14 September 2016**:
 - (a) a softcopy of the complete Tender proposal (together with a scanned copy of the Tender Deposit and Monetary Bid (if applicable)) via email to **policy_tenders@mda.gov.sg**, and
 - (b) two (2) hardcopies (one copy to be marked "Original" and the other copy to be marked "Copy") of the complete Tender proposal are to be placed in a sealed envelope and clearly labeled with the following caption on the top left-hand corner of the envelope:

FREE-TO-AIR NATIONWIDE RADIO SERVICE LICENCE
Tender Reference No.: MDA/REG/2014/17/10-1 VOL 01
Close at 4pm on 14 SEPTEMBER 2016
Tender Box 1

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with the Tenderer's name and address clearly printed and delivered to the following address –

Media Development Authority of Singapore
3 Fusionopolis Way
#14-22 Symbiosis
Singapore 138633
Tender Box 1

- 6.2 The complete Tender proposal shall comprise the Form of Tender, Information on Partners/Directors, and other submission requirement stated in Part II – Requirement Specifications. Tenderer MUST submit the complete Tender proposal based on the modes of submission specified. Incomplete Tender proposal shall be disqualified.
- 6.3 Tenders forwarded by facsimile or telex or telegram are not acceptable and will be rejected by the Authority. It will be the responsibility of the Tenderer to ensure delivery into the correct tender box, which will be in a position accessible to the public. The Authority shall not be held responsible for putting Tenders received through the post into the correct tender box (by the closing time and date). Every effort, however, will be made by the Authority to promptly convey Tenders received through the post into the tender box. Postage must be pre-paid on all Tenders sent through the post.
- 6.4 Any inconsistency or conflict arising between parts of the tenders submitted via email and the tender box shall be resolved in favour of the parts submitted via hardcopy through the tender box.
- 6.5 Tenderers can submit multiple proposals. Each proposal will be evaluated individually and on its own merits. If the tenderer decides to submit multiple proposals but only has the intention to operate one radio station, it should clearly indicate as such in all its submitted proposals but not state a preference for any of its proposals submitted. In the event there is no such indication and the Authority award the Licences to two proposals submitted by the same tenderer, the tenderer would be required to operate both stations.

7. INVALID TENDERS

- 7.1 Tenders will be accepted only if submitted according to the instructions contained herein. Any Tender which attempts to vary the Form of Tender or the Licence Conditions or failed to submit the required information is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the

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Authority shall evaluate the Tenders fairly and in accordance with the said instructions.

- 7.2 Tenders without the authorised signatures and official companies' stamps of the Tenderers shall be invalidated and shall not be acknowledged by the Authority.
- 7.3 Tenders received after the Tender's closing date and time shall be rejected by the Authority.
- 7.4 All valid Tenders shall be acknowledged by the Authority.

8. FALSE OR MISLEADING INFORMATION

- 8.1 If the Authority is satisfied that the tenderer knowingly withheld material information, or provided false or misleading information in its tender submission, the Authority may in its discretion, reject the affected tender submission and forfeit the Tender Deposit to its absolute benefit.
- 8.2 Where the Authority is satisfied at any time after awarding the Licence that the successful tenderer knowingly withheld any material information, or provided false or misleading information, the Authority may in its discretion, by notice in writing cancel the Licence and forfeit all sums (including the Tender Deposit, monetary bid (if applicable) and/or Performance Bond) to its absolute benefit, without prejudice to any other rights and remedies that the Authority may have.

9. VALIDITY PERIOD

Tenders submitted shall remain valid for acceptance during the validity period specified in the Form of Tender and any extension of the period subsequently agreed in writing by the Tenderer at the request of the Authority.

10. TENDERER'S COMPOSITION

No tender submission shall be made by or on behalf of any of the following persons or entities -

- (a) any person or entity with organised political connections or which are in any way associated with such persons or entities, or
- (b) any person or entity with organised religious connections or which are in any way associated with such persons or entities.

11. LEGAL ENTITY

The tender submission must be made in the name of a single legal entity which is a company incorporated in Singapore under the Companies Act (Chapter 50).

12. CHANGES IN CORPORATE STRUCTURE / COMPOSITION

- 12.1 Where the tenderer is a single party, it shall immediately inform the Authority of any changes to its corporate structure occurring at any time after the submission of its tender but before the announcement of the tender results.
- 12.2 Where the tenderer is a consortium, it shall immediately inform the Authority of any subsequent changes to the corporate structure of any member of the consortium or the composition of the consortium occurring at any time after the submission of its tender but before the announcement of the tender results.
- 12.3 The Authority reserves the right to reject any tender submission of which the tenderer's corporate structure or composition of the consortium has changed at any time after the submission of its tender but before the announcement of the tender results.

13. WITHDRAWAL OF TENDER

No Tenders may be withdrawn after the closing date prescribed in this Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which the Authority may have against it, be liable to be debarred from future Government tenders and the Tender Deposit shall be forfeited to the absolute benefit of the Authority.

14. ANNOUNCEMENT OF AWARD

- 14.1 The Authority shall, as soon as it is reasonably practicable after completing its evaluation of all valid tender submissions, announce the name of the successful tenderer (if any). The Licence shall be issued to the successful tenderer after the Authority's receipt of the Licence Fee and performance bond (see paragraphs 3 and 4 of Part III: Licence Conditions)
- 14.2 The Authority may reject any Tender without assigning any reason thereof. The Authority is also under no obligation to inform any Tenderer of its unsuccessful Tender submission.

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- 14.3 The Authority reserves the right to, unless the Tenderer expressly stipulates to the contrary in its Tender, of accepting such portion of the Tender as the Authority may decide.
- 14.4 The Authority reserves the right not to award the Licence if it is satisfied that none of the tender submissions received are of a sufficiently high quality.
- 14.5 The Authority is not required to publish reasons for its decision to award or not to award (as the case may be) the Licence.

15. OWNERSHIP OF TENDER DOCUMENTS

All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Authority. However, intellectual property in the information contained in the Tender submitted by the Tenderer shall remain vested in the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the successful Tenderer and the Authority.

16. ALTERATION, ERASURES OR ILLEGIBILITY

Except for amendments to the entries made by the Tenderer itself which are initiated by the Tenderer, Tenders bearing any other alterations or erasures are liable to be rejected.

17. CLARIFICATION OF TENDER

The Authority may, at any time after the Tender's closing date, request the Tenderer to make presentation(s) or provide additional information about its Tender within such time as may be specified by the Authority, for clarification purposes only.

18. NOTIFICATION

Notification will not necessarily be sent to unsuccessful Tenderers by the Authority.

19. EXPENSE OF TENDERER

- 19.1 In no case will any expense incurred by the Tenderer in the preparation of its Tender be borne by the Authority.
- 19.2 Tenderers shall bear all costs and expenses associated with the preparation and submission of the Tender. Shortlisted Tenderers may be invited to deliver presentations on their proposal on a date to be advised. All costs for the presentation shall be borne by the Tenderer.
- 19.3 Without prejudice to any of the foregoing provisions, where the Tenderer submits samples as evidence of the quality of its services, the Tenderer shall indicate whether it wishes the samples to be returned. If no indication is given, the Authority shall not be obliged to return any samples to the Tenderer. The risk of loss or damage to the samples shall at all times remain with the Tenderer. All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Authority, and in returning such samples to the Tenderer (if relevant), shall be borne by the Tenderer.

20. CANVASSING AND NON-CONFLICT

Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the issuance of the Licence, the Authority shall be entitled to cancel the Licence and shall not be liable for any damages or compensation of whatever nature or howsoever arising.

21. ADDITIONAL TERMS AND CONDITIONS

- 21.1 The Authority reserves the right to issue supplementary Tender terms and Licence Conditions at any time prior to the closing date of this Tender and, if necessary, may extend the said closing date to enable prospective Tenderers to review and evaluate the supplementary terms and conditions. Such supplementary Tender terms and conditions (if any) shall be communicated in writing to all Tenderers.
- 21.2 The Authority reserves the right to introduce additional terms and conditions subject to mutual agreement between both parties at any time prior to the execution of a written contract (if any). These terms and conditions shall become part of the Licence upon its execution.
- 21.3 Any additional information or clarifications of any part of the Tender submitted in writing by the Tenderer which does not derogate from the

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Authority's rights or conflict with any part of this Invitation to Tender herein, shall form part of the Tenderer's offer and if expressly accepted by the Authority shall form part of the Contract.

- 21.4 No action or communication by the Authority and/or the Tenderer pursuant to this Clause 21 shall have the effect of revoking or invalidating the Tenderer's original Tender offer.

22. ENQUIRIES

- 22.1 Each Tenderer is required to indicate on the Form of Tender, an address, contact telephone/fax number, email address and the name of the contact person for correspondence with the Authority.

- 22.2 All enquiries concerning this Tender must be made in writing with the heading "**ENQUIRIES – FREE-TO-AIR NATIONWIDE RADIO SERVICE LICENCE**" quoting the relevant paragraphs and pages being queried. All enquiries should be clearly marked and addressed to the following, at least seven (7) days before the closing date:

Ms Esther Quek
Manager, Industry Policy

and

Mr Patrick Teo
Assistant Director, Industry Policy

Email: policy_tenders@mda.gov.sg

23. CONSORTIUM

Without prejudice to anything in this Invitation to Tender, the following additional requirements shall apply if a Tender is submitted by a Consortium:

- (a) Each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile.
- (b) No Consortium shall include a member who has been debarred from public sector tenders.
- (c) After the submission of the Tender, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

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- (d) The following documents must be submitted with the Tender:
- (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
 - (ii) The Tender is to be submitted by a member of the Consortium ("Lead Member"). Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit, sign the tender, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
 - (1) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - (2) certified copies of powers of attorney from each member of the Consortium.
- (e) Information must be submitted with respect to:
- (i) the legal relationship among the members of the Consortium;
 - (ii) the role and responsibility of each member of the Consortium; and
 - (iii) the address of the Consortium to which the Authority may send any notice, request, clarification or correspondence.
- (f) If the Authority awards the Licence to a Consortium, the Authority shall require the Consortium to be incorporated as a company in Singapore under the Companies Act (Chapter 50) within thirty (30) days after the announcement of the award of the Licence. The successful tenderer may seek the Authority's prior written approval for any extension to comply with this requirement if more time is required to do so.

24. DISCLAIMER

- 24.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.

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- 24.2 All interested parties should acquaint themselves with the prevailing regulatory policies of the Authority as well as the applicable laws of Singapore, including the Media Development Authority of Singapore Act (Chapter 172) and the Broadcasting Act (Chapter 28) (“the Act”), and should consult their own professional advisors if they are in doubt about any regulatory policy or law.

PART II REQUIREMENT SPECIFICATIONS AND EVALUATION
CRITERIA

1. INTRODUCTION

- 1.1 This Invitation to Tender constitutes an invitation by the Authority to tender for a free-to-air nationwide radio service licence in Singapore to operate one or two radio channels.
- 1.2 The Authority reserves the right to bind the successful tenderer to its proposal and any other subsequent submissions and representations, including company structure and shareholding. All business plans, profit and loss accounts, balance sheets and cash flow statements must be prepared in accordance to the Singapore Accounting Standards. All assumptions used such as depreciation rates, assets useful life, foreign currencies rate, and interest rate should be clearly explained.

2. REQUIREMENTS SPECIFICATIONS

2.1 Monetary Bid

- 2.1.1 In view FM frequencies are scarce resources and there are strong competing demands for them, the Authority will include a monetary bid in this tender for the Licence. Hence, tenderers will need to submit a monetary bid in a form of cheque or cashier's order for each tender proposal submitted. Cheques or cashier's orders should be crossed "A/C Payee Only" and made payable to the "Media Development Authority of Singapore". The monetary bid should be sealed in a separate envelope from the tenderers' tender submission. **There is no minimum sum for the monetary bid.**
- 2.1.2 **The monetary bid applies only to tenderers who are interested to operate a radio station for commercial interests i.e. to generate profits.**
- 2.1.3 The Authority notes that there could be parties who are interested to operate a radio station out of public service objectives and these stations do not aim to generate profits or even operate at a loss. **For tenderers who are proposing to operate such not-for-profit stations, a monetary bid is not mandatory.**

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- 2.1.4 The monetary bid will be returned (without any interest) to the unsuccessful tenderer(s) within thirty (30) days after the Authority's announcement of the tender results.
- 2.1.5 For the purpose of this tender, not-for-profit stations have to fulfill the following conditions:
- (a) The station's main purpose is to support or engage in activities of public or private interest without any commercial or monetary profit; and
 - (b) The station's surplus, are retained by the station for its future activities, and is not distributed to the company's shareholders or used to fund the company's other operations.
- 2.1.6 For the successful tenderer(s) of not-for-profit stations, the company/organisation operating the station may be asked to apply to the Ministry of Culture, Community and Youth to obtain an Institution of a Public Character (IPC) status (if it has not obtained such status) to ensure that its station serves the social purpose as stated in its proposal.

The Tenderer shall use the following headings (where applicable) to structure its tender proposal.

2.2 PROGRAMMING POLICY AND PROGRAMME CONTENT

- 2.2.1 The tenderer must state whether its proposal is for a commercial or not-for-profit station.
- 2.2.2 The tenderer must provide a succinct statement, describing the demographics of its target audience and identifying the key features of its Service which distinguishes / complements other broadcasting services in Singapore. The tenderer shall also provide a clear description of the market reach of the Service.
- 2.2.3 The tenderer must also provide a statement of its internal standards for programmes and advertising, addressing issues such as the treatment of sensitive news, maintenance of editorial integrity over sponsored programmes and how it will ensure full compliance with applicable codes or guidelines issued by the Authority.
- 2.2.4 The tenderer must provide a description of its proposed programme contents and programme mix, detailing the various programmes available.

2.3 PROGRAMMING SCHEDULE

- 2.3.1 The tenderer must state the hours of broadcasting and special programming belts (if any), and how these may vary over the Licence period (if applicable).
- 2.3.2 The tenderer must state the proposed schedule of programming for the Service over a typical 7-day week period and how this may vary over the Licence period (if applicable), indicating the types of programmes to be aired on a daily basis. The tenderer should also indicate the percentage or proportion of locally produced and acquired programmes on the Service (if applicable).

2.4 OTHER INFORMATION RELATING TO PROGRAMME CONTENT

- 2.4.1 The tenderer must provide the following information and where applicable, give details and samples (if available) of programmes, to illustrate the programming plan and policy of the Service –
- (a) synopses of proposed key programmes, detailed background information on the sources of these programmes and the proportion of language mix (if applicable);
 - (b) information on its editorial processes for programming and advertising to ensure the quality, accuracy and reliability of reports received from their sources and the sources that will be relied upon;
 - (c) description of programmes that would be originally produced or commissioned for the Service (if applicable); and
 - (d) aspects of creativity in programmes and ability to introduce innovative new programmes. Examples include the ability to provide differentiated programmes from current offerings.
- 2.4.2 The tenderer must describe what use it has made of audience research in formulating its programming plan, and what use it intends to make of audience research in the future, for example in assessing whether the programmes taken as a whole or in particular are satisfying the target audience. A proposal which has continual initiatives for programme research and avenues for listenership feedback would be considered favourably.

2.5 ORGANISATIONAL AND CORPORATE INFORMATION

- 2.5.1 The following organisational and structural information must be provided by the tenderer or where the tenderer is a consortium, by the consortium and/or each consortium member (where applicable) –
- (a) full name;

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- (b) description of its principal business activity, principal location of activity (i.e. the country) and track record;
- (c) a diagrammatic representation of its group structure including subsidiaries, associated companies, joint ventures and trusts;
- (d) a diagrammatic representation of its shareholding structure, clearly indicating the ultimate ownership, both direct and indirect. The tenderer shall also provide the above details in respect of all shareholders irrespective of their shareholdings in the company;
- (e) (where the tenderer is a consortium) a diagrammatic representation of the intended shareholding structure of the company which is intended to operate the Service, clearly indicating the ultimate ownership, both direct and indirect;
- (f) (where the tenderer is a consortium) a diagrammatic representation of the shareholding structure of each member of the consortium, clearly indicating the ultimate ownership, both direct and indirect. The consortium member shall provide the above details in respect of all shareholders irrespective of their shareholdings in the consortium member;
- (g) (where the tenderer is a consortium) a description of each consortium member's role, their proposed contributions and track records;
- (h) the full names, addresses, nationality, country of residence, other directorships, offices and employment of the directors or proposed directors of the tenderer and of each consortium member (where the tenderer is a consortium);
- (i) whether it is a public or private entity;
- (j) (if the tenderer or consortium member is a public company) the details of any public listing;
- (k) full details of the equity share capital, including the par value of the shares, the number of authorised and issued shares, and the voting and dividend rights attached to the shares; and complete descriptions of each and every agreement or arrangement between shareholders in relation to the management or control of the company.

2.5.2 The tenderer should provide details of previous experience in operating radio services, producing radio programmes or other relevant broadcasting and media experience. Tender proposals which display sound experience in the broadcasting or other media field, and familiarity with the local business environment will be viewed favourably.

2.5.3 The track record of the tenderer should show consistently good and reliable service with high integrity and no controversy in its operations.

- 2.5.4 The organisational and corporate information will be evaluated under Financial Standing and Business Plan (evaluation criterion 2).

2.6 STAFFING AND DECISION MAKING

- 2.6.1 The tenderer must provide the intended organisational structure of the company operating the Service, identifying key management and editorial posts and (where possible) the names and curriculum vitae of the post holders and number of staff. A diagrammatic representation of the management reporting structure should be provided, as well as a general organisation chart indicating the distribution of functions within the organisation.
- 2.6.2 Staffing and decision-making information will be evaluated under Financial Standing and Business Plan (evaluation criterion 2).

2.7 BUSINESS PLAN AND IMPLEMENTATION

The tenderer must provide a comprehensive business plan for the Service. Such business plan should contain a statement of key assumptions, disclosure of material risks and description of the tenderer's assessment on the market development of its Service. Without prejudice to the foregoing, the business plan must also include the following information –

- (a) market and brand positioning of the Service;
- (b) descriptions of proposed airtime strategies, expected advertising client base (if applicable) and target market segments. Submitted forecasts should include as much detail as possible - examples of additional details would include projected airtime rates and average listenership. Details such as the demographics of the targeted market segment will be required;
- (c) application of any relevant experience of the tenderer or where the tenderer is a consortium, its members, or other relevant parties¹ in implementing its business plan;
- (d) strategic plans on implementing business plan and achieving planned targets including projected market share, profitability (if applicable), liquidity and financial stability of the Service;
- (e) initial intended listenership and projections on how the listenership will change over time, including detailed description of roll-out strategy; and

¹ "Relevant parties" refer to those parties who have a working relationship with the tenderer in implementing the business plan.

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- (f) time frame for significant milestones, including acquisition of facilities and programmes, up to the commencement date of the Service.

2.8 FINANCIAL AND BUSINESS INFORMATION

2.8.1 The following financial information shall be provided by the tenderer or where the tenderer is a consortium, by each consortium member –

- (a) copies of audited accounts, i.e. profit and loss accounts, balance sheets, cash flow statements, notes to the accounts and auditor's reports for the last three (3) financial years, if available;
- (b) financial ratios to demonstrate solvency, liquidity and profitability. The formula used in computing each ratio must be provided;
- (c) most recent published interim results, if available;
- (d) bankers' confirmation of deposits and/or credit facilities;
- (e) disclosure of all outstanding law suits and provision for contingent liabilities; and
- (f) full details of all borrowing facilities, grants and funding available to the company and the extent to which they are currently drawn down, including, inter alia, overdraft, term loans, mortgage and hire purchase facilities, finance and operating leases, and any other inter-company loans from any member of the same group. The detail should include the amount and terms of all borrowings, grants and funding, and any security provided and charges against company assets, and names and addresses of lenders and guarantors to any of the facilities, and sources of grants and funding.

2.8.2 Each tender submission must include the following business information –

- (a) **Marketing, Sales and Distribution**

Description of marketing plans and key marketing strategies, in particular airtime sales (if applicable).

- (b) **Products and Services**

Description of each and every proposed product / services with support of relevant operational statistics and projections.

- (c) **Business Continuity and Disaster Recovery**

Description of business continuity and disaster recovery plans.

(d) **Suppliers**

Details of supply contracts and key operational arrangements related to the Service. A listing of top suppliers with relevant information such as value of purchases, purchase as a percent of total purchases and the principal nature of supplies is required.

(e) **Intellectual Property**

Tenderer should state the intellectual properties which it owns including patents, trademarks, service marks, Internet domain names, copyright protection, contractual restrictions to protect technologies, brand names and logos and marketing designs.

Note: For the avoidance of doubt, tenderers which are newly incorporated companies shall provide, as far as possible, all available information outlined in the foregoing paragraphs 2.5, 2.6 and 2.8. In the case of a newly-formed subsidiary company, the relevant holding company must provide such necessary information.

2.9 FINANCIAL PROJECTIONS

2.9.1 The following financial projections shall be provided by the tenderer

- (a) detailed profit and loss projections and cash flow projections for the period of the Licence, including the roll-out period. For publicly-listed companies, suitable proxies shall be given if such projections are not allowed to be made public;
- (b) detailed cost and revenue projections of the Service for the period of the Licence;
- (c) projected balance sheets for the period of the Licence, including the roll-out period. For publicly listed companies, suitable proxies shall be given if such projections are not allowed to be made public;
- (d) projected financial ratios to demonstrate solvency, liquidity, profitability and compounding annual rate of growth. The formula used in computing each ratio must be provided; and
- (e) a detailed plan for the financing of all annual capital expenditure and working capital requirements, including:
 - i. details of the proposed financing plans, stating the sources of funds and the amount from each source including support from parent company or related companies;
 - ii. details of grants/sponsorships;

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- iii. names and addresses of potential lenders and guarantors to the borrowing facilities identified in (i) above; timing of funding initiatives and injection of funds;
- iv. planned repayment terms for all borrowing facilities identified in (i) above, classified into loans, loan stock and debentures;
- v. any security provided and charges against company assets in relation to the borrowing facilities identified in (i) above;
- vi. credit facilities available; and
- vii. provisions made for contingent sources of funds.

Where relevant, letters of intent, guarantor letters and other documents shall be provided to substantiate the financing plan and loan/credit facilities.

2.9.2 The tenderer must clearly state and categorise any special financial terms used to enable evaluation of its tender submission on a Net Present Value (NPV) basis.

2.10 SENSITIVITY TESTS

The tenderer is required to perform sensitivity tests on its proposal in the form of revised versions of the Profit and Loss, Cash Flow and Balance Sheet projections. Sensitivity tests should cover a worst case scenario (the worst case being one beyond which the tenderer will not wish to invest) and a best case scenario being one for which the tenderer takes the most optimistic view of the market and business. The sensitivity tests are to be presented and substantiated with reasonable assumptions.

2.11 LOCATION

The tenderer must indicate where it intends to locate its headquarters, transmission centre, and any other production facilities that it intends to operate regardless of whether such facilities and equipment are to be owned or hired by the tenderer.

2.12 OTHER INFORMATION

The tenderer may submit any other relevant information not specified in this Tender Document which it considers supportive of its tender proposal.

3. EVALUATION OF TENDER SUBMISSIONS

- 3.1 All valid tender submissions shall be first evaluated by the Authority in accordance with a Point-based Ranking System amounting to one hundred (100) percentage points. The tender submissions are expected to meet a minimum threshold to be considered for the award of the licence.
- 3.2 Points for all tender submissions are based on evaluation criteria set forth in Part II herein, paragraph 4.
- 3.3 In the event that more than two proposals meet the minimum threshold, the Authority will award the licences to the top two proposals in terms of score.
- 3.4 The Authority reserves (a) the right not to award the Licence if it is satisfied that none of the tender submissions received are of a sufficiently high quality, and (b) the right of accepting such portion(s) of each tender submission as the Authority may decide.

4. EVALUATION CRITERIA

4.1 GENERAL

The Authority will assess and evaluate all valid tender submissions and award the points based on the following three (3) broad criteria -

- (a) Programming Characteristics and Quality (50%);
- (b) Financial Standing and Business Plan (30%);
- (c) Monetary bid **OR** social impact (where applicable) (20%).

4.2 CRITERION 1 - PROGRAMMING CHARACTERISTICS & QUALITY

The tenderer will be evaluated based on the following factors –

- (a) whether the Service adds to the range and diversity of present available content;
- (b) whether the tenderer demonstrates sufficient understanding of the needs and interests of the target listeners so as to be able to meet such needs;
- (c) whether the proposed programmes are of a high quality;
- (d) whether the proposed programmes/service offering is innovative;

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- (e) whether the tenderer demonstrates ability to produce and helps to promote local content and aids in the development of Singapore's media industry;
- (f) whether there are measures to ensure internal and broadcast standards are maintained; and

4.3 CRITERION 2 - FINANCIAL STANDING AND BUSINESS PLAN

The tenderer will be evaluated based on the following factors –

- (a) whether its business plan is sound;
- (b) whether the tenderer demonstrates that it has sufficient resources, experience and marketing capability to execute its strategic and implementation plans; and
- (c) whether the tenderer demonstrates sufficient ability to sustain its business for the entire licence period.

4.4 CRITERION 3 – MONETARY BID OR SOCIAL IMPACT (20%)

- 4.4.1 For the **not-for-profit stations**, the proposal will be evaluated on the social impact of the station (e.g. the benefits and value add of the service to society).
- 4.4.2 For the **commercial stations**, the points will be awarded based on monetary bid submitted.

PART III LICENCE CONDITIONS

In this Part-

- "Licensee" means the successful tenderer.
- "Licence" means the free-to-air nationwide radio service licence to be granted by the Authority to the Licensee for provision of the Service in Singapore for such period and on such terms and conditions as the Authority may determine.
- "Service" means an unencrypted free-to-air nationwide radio service made available for reception, without payment of a subscription fee, by persons in the Republic of Singapore including its vehicle tunnels and outlying islands using broadcasting apparatus commonly available to the public in the Republic of Singapore, provided that it shall not include any of the services falling within the other categories of services as set out in the Second Schedule to the Act and such other services as the Authority may from time to time decide.
- "radio service" means a service whereby signs or signals transmitted in analogue mode comprise any sound programme for aural reception by persons using broadcasting apparatus appropriate for receiving that service.

A. LICENSING REQUIREMENTS

1. DURATION OF LICENCE

- 1.1 The Licence shall be valid for a period of five (5) years and nine (9) months ("Initial Period") from the Authority's announcement of award of the Licence. The Licence period includes an initial period of up to nine (9) months for the Licensee to do all things necessary for the commencement of its Service.
- 1.2 If the Licensee desires to renew the Licence, it shall make a written application therefor to the Authority not later than one (1) year prior to the expiry of the Licence.
- 1.3 The Licence may be renewed for a subsequent period of five (5) years from the expiry of the Initial Period at the absolute discretion of the Authority, and if so renewed, it shall be subject to such revised terms and conditions as the Authority may think fit. In the event that the Authority decides not to renew the Licence, nothing in the Licence shall

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entitle the Licensee to any claim or compensation for non-renewal of the Licence.

1.4 The Authority will take the following conditions into consideration when reviewing any application to renew a licence:

- (a) Compliance with all current licence conditions; and
- (b)
 - (i) Achieve an average listenership of 5% in each year (based on Nielson's radio diary survey or any other reputable nationwide listenership surveys) for a general interest station that targets a wide segment of the general segment of the population. Examples include but are not limited to Y.E.S 93.3FM, Class 95FM, 91.3FM; or
 - (ii) Achieve a minimum of 100,000 listeners (based on Nielson's radio diary survey or any other reputable nationwide listenership surveys) for stations that target only a specific or niche segment of the population or focus on a specific or niche genre of programming. Examples include but are not limited to Symphony 92.4FM, LUSH FM 99.5.

2. COMMENCEMENT OF SERVICE

2.1 Unless otherwise expressly specified by the Authority, the Licensee shall commence provision of the Service within nine (9) months after the Authority's announcement of award of the Licence.

2.2 Failure to commence operation of the Service within nine (9) months after the announcement of award of the Licence shall be a contravention of the Licence and the Authority shall be entitled to cancel the Licence and/or require the Licensee to pay such fine as the Authority may determine in accordance with the provisions of the Act.

2.3 If at any time after the announcement of the award of the Licence but before the issuance of the Licence, the successful tenderer indicates in writing to the Authority that it does not intend to provide the Service, the Authority shall, without prejudice to its other rights and remedies, by notice in writing withdraw the award of the Licence and forfeit all sums (including the Tender Deposit, monetary bid (if applicable) and/or Performance Bond) forwarded by the successful tenderer.

2.4 If at any time after the issuance of the Licence, the Licensee desires to terminate the service, it shall give prior notice in writing to the Authority in accordance with the requirements set out in the Licence.

3. ANNUAL LICENCE FEE AND SPECTRUM FEE

- 3.1 The Licensee shall pay the Authority an annual Licence Fee amounting to 2.5 percent of its Total Income for the period of the Licence. Notwithstanding anything in the Licence, the annual Licence Fee shall be subject to such changes as the Authority may from time to time decide.
- 3.2 The first annual Licence Fee shall be paid within thirty (30) days after the announcement of the award of the Licence and shall, thereafter, be payable in advance either annually at the start of the Authority's financial year (hereinafter referred to as "Financial Year"), or at the Licensee's option, on a quarterly basis at the start of each quarter of the Financial Year. The Licence Fee shall be determined by the Authority in accordance with the Licensee's projected income for each Financial Year. At the end of each Financial Year, adjustments will be made based on the actual Total Income earned by the Licensee during that Financial Year. At the Authority's request, the Licensee shall make available and, if required, cause its auditors to make available for inspection by the Authority or its representative its accounting records and working papers for the purpose of verifying the amount of the Total Income. In this context, "Financial Year" means 1st April of each year to 31st March of the next year.
- 3.3 "Total Income" means all revenues and income of any kind derived (whether or not the same accrues to the Licensee or to any of its related or associated companies) from or in connection with the provision of the Service (including advertising revenue, funds for public service programmes, donations, grants and sponsorships), whether on a cash basis or credit, paid or collected, determined, on a gross basis, in accordance with generally accepted accounting principles and standards in Singapore excluding however (i) revenue from the sale of publications in connection with the Service and the sale of programmes for broadcast by other persons, (ii) other business activities not related to the Service carried on by the Licensee such as revenue from property, sale of merchandise stock, and dividends or profits from investments and (iii) revenue from any other service which is licensed under a licence issued to the Licensee by the Authority pursuant to the Act, for which a licence fee is payable.
- 3.4 The Licensee shall also pay an annual spectrum management fee of Singapore Dollars Eight Hundred (\$800) excluding GST and handling fees (7%). There will be a twenty percent discount and a ten percent discount on the annual spectrum management fee for the financial

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years 2016 and 2017 respectively. The fees shall be subject to changes from time to time.

4. PERFORMANCE BOND

The Licensee shall, within thirty (30) days after the announcement of the award of the Licence lodge with the Authority a cash deposit or banker's guarantee issued by a licensed bank in Singapore which shall be acceptable to the Authority, for the sum of Singapore Dollars Two Hundred Thousand (S\$200,000) as performance bond for the due, faithful and complete observation by the Licensee of all the conditions and obligations contained in the Licence and under the Act. In the event of default by the Licensee in complying with any of these conditions or obligations, the said sum of Singapore Dollars Two Hundred Thousand (S\$200,000) or any part thereof as the Authority may consider adequate to remedy such default or to compensate the Authority for the loss, damages, expenses or costs suffered by the Authority as a result of or in connection with such default shall be forfeited to the absolute benefit of the Authority, without prejudice to any other rights and remedies that the Authority may have. Provided that where the said conditions and obligations on the Licensee's part may have in the opinion of the Authority been duly and faithfully observed, the cash deposited with the Authority or the balance thereof shall be refunded free of interest, or as the case may be, the banker's guarantee shall be discharged within thirty (30) days from the date of expiry or termination of the Licence. If the Licensee fails to lodge the cash deposit or banker's guarantee within the specified period, the Authority shall be entitled to forfeit the Tender Deposit to its absolute benefit, without prejudice to any other rights and remedies that the Authority may have. (Note: If the Licensee is an existing licensee of a free-to-air radio service licence and intends to renew such an existing licence upon its expiry, the Licensee shall be required to provide only one performance bond that covers both the existing free-to-air radio services for the renewal licence period and the Service.)

5. NON-TRANSFERABILITY OF LICENCE AND CONTROL OVER SERVICE

The Licence and the benefit of this Licence shall not be transferred, assigned or otherwise disposed by the Licensee without the Authority's prior written consent. Any such purported transfer, assignment or disposition shall be void and have no effect whatsoever. Any approval shall be at the Authority's sole discretion and may be subject to such terms and conditions as the Authority may impose.

6. ROLL-OUT SCHEDULE

The Licensee shall use its best efforts to ensure that reception of the Service is implemented at every phase in accordance with the timetable set forth in the roll-out schedule submitted in its tender, and all steps are taken to satisfy the Authority that the schedule has been met.

7. SUB CARRIERS / SPARE CAPACITY

The Licensee shall have the privilege of providing the Service by using one radio channel, subject to such changes as the Authority may from time to time direct provided that the radio channel shall be used for broadcasting, at any particular time, not more than one programme. The Licence does not permit the Licensee to use or sub-let any spare capacity or sub-carriers which may exist within the abovementioned radio channel for any purpose whatsoever. The Authority reserves the right to license or allocate the use of any spare capacity or sub-carriers.

8. COMPLAINTS FROM THE PUBLIC

- 8.1 The Licensee shall, without any undue delay and within such period of time as may be specified by the Authority, attend to and handle, as well as provide proper avenues for the speedy resolution of queries, complaints and any other requests from the public arising from the provision or operation of the Service or the apparatus including the telecommunication system used in connection with the Service.
- 8.2 The Licensee shall provide to the Authority upon request, within three working days and without charge, a continuous recording (whether in audio tape or in any other form) of the broadcast version of any programme which is the subject of queries or complaints from the public.

B. PROGRAMMING REQUIREMENTS

9. NATURE OF SERVICE

- 9.1 The Licensee shall obtain the prior written consent of the Authority before effecting any change to the nature of the Service or any announcement thereof. The Authority may grant such written approval subject to such conditions as it deems fit. Without prejudice to the

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generality of the foregoing, the nature of the Service shall include, without limitation –

- (a) the daily transmission hours;
- (b) the number or schedule of news bulletins and/or key public service programmes;
- (c) programming mix (e.g. types of genres, language mix, percentage of local versus acquired programmes); and
- (d) the programme belting and branding.

- 9.2 Depending on the nature of the Service, the Authority may require the successful tenderer to carry such programming mix (e.g. news and info-educational programmes) on the Service as the Authority deems fit.

10. REQUIRED BROADCASTS

- 10.1 On the occurrence of a public emergency, the Licensee shall relay or transmit any announcements or other programmes, as required by the Authority, where it is in the public interest or interests of public security, national defence or relations with the government of another country to do so.
- 10.2 The Licensee shall, at its own costs, immediately broadcast any emergency announcements as directed by the Authority.
- 10.3 The Licensees shall, at its own costs, carry promotional material for the programmes referred to above and such other programmes as may be specified by the Authority from time to time and the manner of carrying such promotional material shall be subject to the Authority's agreement.

11. NATIONAL PROGRAMMES

- 11.1 The Licensee shall broadcast national programmes on the Service without charge to the Authority.
- 11.2 The Licensee shall co-ordinate and co-operate, in such manner and on such terms as the Authority may specify, with any other broadcasting licensee as directed by the Authority from time to time on the use or sharing of –
- (a) any equipment or facility owned, operated or used by the Licensee in the production or broadcasting of any national programme, and/or
 - (b) any national programme owned, produced or to be produced by the Licensee for the purpose of broadcasting.

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- 11.3 The Licensee shall observe all guidelines in relation to the broadcast of national programmes set by the Authority from time to time. Without prejudice to the generality of the foregoing, the Authority may set guidelines on the length and frequency of the broadcast of national programmes.
- 11.4 For purpose of this Clause, "national programme" means any programme which, in opinion of the Authority, features persons or events of national significance. Without prejudice to the generality of the foregoing, national programmes include programmes featuring Parliamentary proceedings including Budget Speech and debates, National Day Parade, National Day Rally, Prime Minister's National Day Message, General Election, By-Election, Presidential Election and State Funerals.

12. ELECTION PROGRAMMES

- 12.1 The Licensee shall, if so directed in writing by the Authority, broadcast election programmes specified by the Authority on the Service without charge to the Authority.
- 12.2 The Licensee shall observe all guidelines in relation to the broadcast of election programmes set by the Authority or any other relevant authority from time to time. Without prejudice to the generality of the foregoing, the Authority may set guidelines on the length and frequency of the broadcast of election programmes.
- 12.3 For the purpose of this condition, "election programmes" shall include -
- (a) any party political broadcast made by or on behalf of any candidate or by any political party in Singapore for the purposes of electing any Member of Parliament;
 - (b) any presidential candidate broadcast made by any presidential candidate in Singapore for the purposes of electing the President,

required to be broadcast by the Licensee on the Service pursuant to a written direction of the Authority.

13. BROADCAST HOURS

The Service shall broadcast for such minimum period per day as may be approved or otherwise required by the Authority from time to time.

14. LANGUAGE

The Service shall broadcast in such languages as may be approved by the Authority from time to time. In particular, all Chinese programmes (if any) must be in Mandarin, unless otherwise approved by the Authority.

15. PROGRAMMING STANDARDS AND REQUIREMENTS

- 15.1 The Licensee shall ensure that nothing is included in the programmes carried on the Service, which in the opinion of the Authority, offends against good taste, decency or morality or is likely to encourage or incite to crime or to lead to disorder, racial or religious disharmony or to be offensive to public feeling or is defamatory of or offensive to any person or group of persons or is subversive or seditious in nature or against national security or interest, public interest or order or national harmony or interferes with domestic politics.
- 15.2 The Licensee must comply, to the satisfaction of the Authority, with the standards of programmes, advertisements and programme sponsorships, and broadcast standards set by the Authority or any other appointed authority from time to time (a copy of the Authority's Radio Programme Code can be downloaded at www.mda.gov.sg for reference only).

16. ADVERTISING AND SPONSORSHIP

- 16.1 The Licensee must comply, to the satisfaction of the Authority, with the advertisements standards set by the Authority or any other appointed authority from time to time (a copy of the Authority's Radio Advertising Code can be downloaded at www.mda.gov.sg for reference only).
- 16.2 The Licensee shall ensure that the Service complies with such code(s) relating to sponsorship of programmes which the Authority or any other appointed authority may issue from time to time.

17. PROVISION OF INFORMATION

- 17.1 To ensure compliance with relevant code(s) of practice, the Licensee is required to retain a continuous recording of the broadcast version of all programmes transmitted on its Service for a period of four (4) weeks from the date on which the programmes was broadcast. The Licensee shall provide to the Authority at its request and without charge, a continuous recording whether in audio tape or in any other form of the broadcast version of all the programmes transmitted to the Service to which reference may be made to establish or verify the contents of the programmes that were transmitted over each 24-hour period. The Licensee shall allow any person duly authorised by the Authority to inspect the said record at any reasonable time.
- 17.2 The Licensee shall if so required by the Authority, submit the daily schedule of programmes broadcast by it specifying such details as the Authority may from time to time direct including the frequency, duration and times of broadcast.
- 17.3 The Licensee shall produce, at its own expense and within the timeframes specified by the Authority, such recording of any programme broadcast on the Service, information, records, documents, data or other materials as may be required by the Authority for the purposes of (i) ensuring and verifying compliance with these licence conditions; (ii) investigating any breach of this Licence or any breach of any other licence under the Act by any other licensee whose broadcasting service is included on the Service; and (iii) discharging the Authority's functions under the Act.
- 17.4 The Licensee shall furnish the Authority with such information and documents regarding the operation and conduct of the Service as may from time to time be required for the purposes of regulating the Service. Without prejudice to the generality of the foregoing, such information and documents include the Service's half yearly listenership figures and the Service's quarterly financial statements.
- 17.5 The Licensee shall, at all times and at its own costs, comply with the obligations set out in the Service Difficulty Reporting Framework attached at the Schedule for any transmission breakdown and/or service difficulty. [The Service Difficulty Reporting Framework contains the trigger levels for reporting, the report format and information to be included, and other requirements such as public communications to the public in the event of such incidents. The detailed framework will only be provided to Licensees.]

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17.6 The following conditions shall apply in respect of any document or information provided to the Authority pursuant to the conditions herein:

- (a) The Licensee undertakes to the Authority that any such document and information shall be true, accurate and complete. For the purposes of ensuring the Licensee's compliance with the conditions of the licence, the Authority may from time to time require the Licensee to arrange for, at its own expense, a separate and independent audit of its activities. Thereafter, at the Authority's request, the Licensee shall submit such audited accounts and reports to the Authority for inspection and verification.
- (b) Unless expressly permitted by the Authority in writing, the Licensee shall keep in strict confidence the fact that the Authority has requested for such document and/or information pursuant to the conditions of the Licence.
- (c) The Authority may use and disclose any such document or information provided to the Authority as the Authority deems fit. Where the Authority proposes to disclose any document or information obtained pursuant to the conditions of this Licence and the Authority considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Licensee or which disclosure would or could reasonably be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, the Authority will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision on whether to disclose the information.

C. TECHNICAL REQUIREMENTS

18. TRANSMISSION AREA REQUIREMENTS AND BROADCAST STANDARDS

- 18.1 The Licensee shall ensure that the Service is simultaneously receivable in at least 98% of Singapore (including vehicle tunnels and the outlying islands as determined by the Authority after consultation with the Licensee).
- 18.2 The Licensee shall ensure that the median field strength for the Service shall not fall below the minimum of 54 dB μ V/m for FM transmission at 10 metres above ground level for stereophonic reception.

- 18.3 The Licensee shall ensure that the Service's monthly Outage Reliability Index (ORI) shall not at any time fall below 99.8%. The ORI shall be computed as follows:

$$\text{ORI} = (1 - L) \times 100\%$$

$$\text{where } L = \frac{\text{Total number of hours for all outages}}{\text{Total number of broadcast hours}}$$

D. OTHER REGULATORY INFORMATION

19. OWNERSHIP AND CONTROL REQUIREMENTS

The Licensee shall comply with all applicable provisions of the Act – in particular, the ownership and control requirements contained in Part X of the said Act.

20. CHANGES IN NATURE OF SERVICE

The Authority may cancel the Licence if a change affecting the nature or characteristics of the Service or any change in the persons having control over or interests in the Licensee has taken place after the grant of the Licence, of which the change is such that if it fell to the Authority to determine whether to award the Licence to the Licensee in the new circumstances of the case, it would be induced by the change to refrain from awarding the Licence to the Licensee.

21. COMPLIANCE WITH DIRECTIONS

- 21.1 The Licensee shall strictly and without any undue delay comply with any directions, which the Authority may from time to time issue in exercise of its powers, functions or duties under the Act, the Media Development Authority of Singapore Act (the "MDA Act") or this Licence.
- 21.2 The Authority may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to the provisions of this Licence.
- 21.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by the Authority. The Licensee shall not during the currency and after the expiry, termination or cancellation of the Licence disclose or permit the disclosure of any of the said

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directions to any person not authorised to receive the same without the prior written consent of the Authority. The Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

22. ANNOUNCEMENTS TO THE PUBLIC

The Licensee shall not make any announcement, issue any public release and/or carry out any advertising/promotional activities relating to any aspect of its Service that requires the Authority's approval, without first obtaining such approval from the Authority.

ANNEX A

SPECIMEN OF BANKER'S GUARANTEE (TENDER DEPOSIT)

To: Chief Executive Officer and his successors in office for and on behalf of the Media Development Authority of Singapore (hereinafter called "the Authority").

Whereas _____ (the "Tenderer") is required under Part I: Instructions to Tenderers, to pay Singapore Dollars Ten Thousand Only \$10,000 ("the Guaranteed Sum") as Tender Deposit for the tender for a Free-To-Air Nationwide Radio Service Licence (the "Licence").

Now in consideration of the Authority not insisting on the Tenderer paying Singapore Dollars Ten Thousand Only \$10,000 as Tender Deposit for the said tender, we (at the request of the Tenderer) hereby agree as follows:

1. In the event of the Tenderer withdrawing from the said tender anytime after the tender's closing date, the Guaranteed Sum shall be forfeited to the absolute benefit of the Authority upon receiving your written notice of claim for payment made pursuant to Clause 4 hereof.
2. We shall not be discharged or released from this guarantee by any arrangement between yourself and the Tenderer with or without our consent or by any alteration in the obligations undertaken by the Tenderer or by any forbearance whether as to payment, time, performance or otherwise.
3. Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from [insert effective date: _____] until [insert expiry date: _____] (one year from the date of submission)].
4. This guarantee is conditional upon a claim as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at [insert address of Bank's notification office: _____] within 90 days from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned to us for cancellation except for any claim(s) submitted to us in writing not later than 90 days from the expiry of this guarantee.
5. We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

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6. The Authority may make more than one claim on this guarantee so long as the claims are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7. This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)

for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)

ANNEX B

FORM OF TENDER

To: **Media Development
Authority of Singapore**
3 Fusionopolis Way
#16-22 Symbiosis
Singapore 138633

Name of Tenderer:
Address:

TENDER NO: MDA/REG/2014/17/10-1 VOL 01

FREE-TO-AIR NATIONWIDE RADIO SERVICE LICENCE

1 We, _____ (Name(s) in Block Letters) hereby offer and undertake on the acceptance of this Tender to provide the Free-To-Air Nationwide Radio Service Licence as specified in the Requirement Specifications under Part II of your Invitation to Tender and under the Instructions to Tenderer and Licence Conditions in Part I and III of your Invitation to Tender.

2 Our Tender is fully consistent with and does not contradict or derogate from anything in Part I and III of your Invitation to Tender or downgrade anything in Part II of your Invitation to Tender. You are entitled to reject our Tender if it is inconsistent with or contradict or derogate from anything in Part I and III of your Invitation to Tender or downgrade anything in Part II of your Invitation to Tender.

3 OUR OFFER IS VALID FOR SIX CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.

5 We agree that as and when requested by the Authority, we shall extend the validity of this offer for one or more periods of not exceeding in total SIX CALENDAR MONTHS.

6 We understand that the Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in its Tender, of accepting such portion of each Tender as the Authority may decide.

7 We further undertake to give you any further information, which you may require.

8 We warrant, represent and declare that we are duly authorised to submit, sign this Tender, receive instruction, give any information, accept any

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contract and act for and on behalf of _____ (insert Name of firm, company or consortium²).

Dated this _____ day of _____ 2016.

Tenderer's (as *Principal/Agent) Company Unique Tenderer's official stamp:
Entity No. (UEN)³:

Authorised Signature

Name:

Designation:

* Delete whichever is not applicable.

NOTICE: This Form duly completed MUST accompany every Tender Proposal. Any change to its wordings may render the Tender liable to DISQUALIFICATION.

² If the tender is submitted by a consortium, the tender shall be submitted by the Lead Member on behalf of all members of the consortium. Each member of the consortium shall be listed. For example, "... for and on behalf of (Name of first member), (Name of second Member) and (etc – List out Names of remaining Members)...".

³ The Lead Member's UEN, official stamp and authorised signature must be provided.

ANNEX C

FREE-TO-AIR NATIONWIDE RADIO SERVICE

INFORMATION ON PARTNERS/DIRECTORS

Name of Company: _____

Company's Unique Entity No. (UEN) : _____

GST Registration No.: _____

I/We* furnish particulars of the partners/directors* of my/our* company as follows:

No.	Name	NRIC	Designation
1			
2			
3			
4			
5			
6			

*Delete accordingly

.....
Signature and Company Stamp

Name: _____

Designation: _____

Date: _____