



Fotbalová asociace České republiky

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www.fotbal.cz

OPEN TENDER FOR THE MOST FAVOURABLE BID

TO ACQUIRE A LICENCE FOR THE AUDIOVISUAL RIGHTS TO “POHÁR FOTBALOVÉ ASOCIACE ČESKÉ REPUBLIKY”, THE CZECH FA CUP, IN THE SCOPE OF STREAMING RIGHTS FOR THE PURPOSE OF SPORTS BETTING OUTSIDE THE TERRITORY OF THE CZECH REPUBLIC

CALL FOR BIDS

PRINCIPAL: Fotbalová asociace České republiky

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1. IDENTIFICATION DATA OF THE PRINCIPAL AND CONTACT DETAILS

Principal: Fotbalová asociace České republiky (FAČR)
Registered office: Atletická 2474/8, 169 00 Prague 6 - Strahov
Company ID: 004 06 741
Contact person: Mgr. Martin Procházka, General Secretary

2. GENERAL INFORMATION

- 2.1. FAČR is the representative of football movement in the Czech Republic and the organizer and promoter of football competitions in the Czech Republic.
- 2.2. Among others, FAČR organizes and governs the Cup "Pohár Fotbalové asociace České Republiky" (hereinafter as "FAČR Cup").

3. SUBJECT MATTER OF THE OPEN TENDER AND BIDS' VERSIONS

- 3.1. The Principal hereby calls bidders to submit a bid in a tender (the "Tender") announced for the purpose of selecting the most favourable bid to acquire a licence to selected audiovisual rights to the FAČR Cup in the scope of streaming rights for the purpose of sports betting outside the territory of the Czech Republic, that is specified in binding templates of the agreement for the provision of audiovisual rights to the FAČR Cup in the scope of streaming rights for the purpose of sports betting outside the territory of the Czech Republic that will be provided to the bidder on the basis of their application pursuant to Article 7 of this Call (hereinafter collectively referred to as the "Contract").
- 3.2. The Tender has been announced pursuant to Section 1772 et seq. of Act No. 89/2012 Coll., the Civil Code, as subsequently amended, under terms and conditions specified below (the "Tender's Terms and Conditions")
- 3.3. The Principal draws the bidder's attention to the fact that the Tender shall not involve a procurement procedure pursuant to Act No. 134/2016 Coll., on Public Procurement.
- 3.4. Offers from bidders shall always be prepared in two options:

1st Option – acquisition of exclusive rights in the scope of streaming rights for the purpose of sports betting outside the territory of the Czech Republic pursuant to Art. 4 of the Contact, where the rights will not be granted to any other entity;

2nd Option – acquisition of non-exclusive rights in the scope of streaming rights for the purpose of sports betting outside the territory of the Czech Republic pursuant to Art. 4 of the Contact, where the rights will be granted to one other entity chosen by the Principal based on an individual contract;
- 3.5. The Principal will decide on the selection of the option before the potential commencement of the second round of the Competition, or on the cancellation and termination of the Competition without declaring a winner, following the competition for the most advantageous offer for the acquisition of a license for audiovisual rights to the FAČR Cup.

4. BACKGROUND INFORMATION AND INSTRUCTIONS FOR PARTICIPATION IN THE TENDER

- 4.1. Unless otherwise provided, references to an article of the relevant part of the Call for Bids (the "Call") shall refer to both the number provided in the individual article's name and the numbering of individual sections within a particular article, for example Article 1, Article 1.2., etc.
- 4.2. Each bidder is authorised to only submit one bid. All bids failing to comply with the rules provided in this section will automatically be removed from the Tender. For the Tender's purposes, more entities that:
 - Are part of the same trust pursuant to Section 79 of Act No. 90/2012 Coll., on Corporations, as subsequently amended; or
 - Meet the definition of a controlling and controlled entity with regard to each other, or that are entities controlled by the same controlling entity pursuant to Section 74 et seq. of the same law,shall also be considered one entity, i.e. one bidder.
- 4.3. The Call has been electronically published on the Principal's website at <https://www.fotbal.cz/>.
- 4.4. The Principal does not require payment of costs associated with issuing the Call.
- 4.5. The bidder acknowledges that the bidder's filed bid, including data about their competence, can be disclosed to third parties, namely to public authorities. Any reservations of the bidder to the opposite presented in their bid will not be taken into account.

- 4.6. The bidder will be bound by their bid throughout the period of the bid's tie-in period as defined below. Throughout that period, the bidder shall be obliged to provide the Principal with any assistance necessary to enter into the Contract under the terms and conditions defined in the bidder's bid.

5. COURSE OF THE TENDER

- 5.1. Bidders will file their bids within the deadline for bids' submission pursuant to instructions provided in this Call.
- 5.2. The Principal will assess the bids against the defined evaluation criterion and will determine the bids' order.
- 5.3. The Principal reserves the right to do the following after having assessed the bids: (i) To complete the Tender by announcing a winner; (ii) To close the tender and cancel it without announcing a winner; (iii) To call bidders who placed first to third, to discuss their filed bids, or (iv) To call, at the Principal's discretion, all bidders who filed their bids, or to only call bidders who placed first to third, to directly submit a new bid for the second round of the Tender. All bidders who filed a bid will be bound by their bid throughout the bid's tie-in period irrespective of whether they will be short-listed or not.
- 5.4. The most favourable bid price from the first round will also be presented anonymously as part of a call for discussion about the filed bids or a call for a direct filing of bids for the second round.
- 5.5. In the event of discussions about filed bids from the first round, bidders will have an opportunity to provide their proposals and recommendations about modifications to the Contract's text. The Principal will specify the format and other instructions for the filing of proposals and recommendations for modification of the Contract's text in the call for discussion. Once the discussions are finalised, all bidders who participated therein will be called to file their bids for the second round of the Tender, considering any changes in the Contract's text.
- 5.6. In the second round, the bidders are obliged to, in relation to the second round's bid, (i) improve the bid by increasing the bid price of the bid filed in the first round, or (ii) confirm the bid price of the bid filed in the first round, all this considering any changes in the Contract as a result of the discussions about the Contract. The bidders who fail to file a bid in the second round in spite of the Principal's call shall continue to be bound by their bid filed in the first round, and any changes in the Contract agreed in the second round will not apply to them.
- 5.7. Once bids had been assessed, a contract will be entered into with the bidder who filed the best bid. The contract's text will be the one provided to the bidder on the basis of their application under Article 7 of this Call, or in the text that will result from discussions held before bids for the Tender's second round are filed.

6. ANTICIPATED SCHEDULE OF THE TENDER AND PERFORMANCE OF THE CONTRACT

- 6.1. Anticipated deadline for the bids' assessment: **within 7 days from the end of the deadline for bids' filing.**
- 6.2. Tie-in period for bidders: **1 month from the end of the deadline for bids' filing provided in this Call** (the tie-in period will not be extended even in case of a bidder filing a bid for the Tender's second round)
- 6.3. Anticipated deadline for a discussion of bids, if any: **within 7 days following an assessment of bids filed in the first round.**
- 6.4. Anticipated deadline for bids' filing in the second round, if any: **within 5 days from the date of sending a call to file new bids.**
- 6.5. Anticipated deadline for assessing bids in the second round, if any: **within 7 days from the end of the deadline for filing bids for the second round.**
- 6.6. Formation of the Contract: no later than on **15 January 2024.**
- 6.7. Period of validity of granted licence rights: **15 January 2024 – 30 June 2029.**

7. INFORMATION ABOUT THE CONTRACT

- 7.1. Using the required template, a draft Contract will be prepared by the selected bidder after the bids had been assessed. The required template will be received by each bidder who enters into a Non-disclosure Agreement attached as a template to this Call in Appendix 2 (the "NDA") with the Principal. The Contract's text will be numbered and each bidder will receive a copy thereof with an original number and will be responsible for making sure that the Contract's content will not be disclosed to third parties. Following upon such procedure, a bid can only be submitted by a person who entered into the NDA with the Principal. In the event of a joint bid of more than one person, the NDA must be acceded by each person to whom the Contract's text will be disclosed and who will be filing the joint bid.
- 7.2. The NDA will be entered into on the basis of a written application of the bidder delivered to the Principal electronically to the email vr@fotbal.cz, with a draft NDA in the form of a scan developed from the NDA's required template attached to such email; such template will only be filled in by the bidder in specified sections and will be

signed by an individual or individuals authorised to represent the bidder. The NDA's template text cannot be changed, amended or otherwise modified by the bidder, unless otherwise expressly provided in the Call or the NDA. The Principal will sign the delivered draft NDA, will complete the number of the relevant Contract's copy in the NDA's text and will email the NDA's scan with the Principal's signature to the bidder together with the Contract's text.

- 7.3. **The draft Contract does not have to be included in the bidder's bid, but by filing the bid**, the bidder undertakes to enter into the Contract upon the Principal's call to do so in compliance with the Contract's template text and the bidder's bid.
- 7.4. The bidder cannot change, amend or otherwise modify the template text of the Contract, unless otherwise expressly provided in the Call or the Contract itself. Any comments or questions regarding the Contract can be raised by the bidder only in compliance with Article 11 of the Tender's Terms and Conditions, and the bidder cannot condition their bid upon a change in the Contract. A modified text of the Contract, if any, resulting from delivered comments or questions of bidders will be disclosed on a due and timely basis within the deadline for bids' filing.
- 7.5. The bidder will only complete the Contract with data, the completion of which is required in the template in marked sections.

8. PRINCIPAL'S REQUIREMENTS FOR BIDDERS' COMPETENCE; JOINT BIDS OF BIDDERS; AND SUBCONTRACTORS

- 8.1. A proof of competence is the condition for the bidders' bids to be considered and assessed. A bidder is competent when they meet the eligibility requirements under Article 9 of the Call.
- 8.2. The bidder is obliged to prove their competence within the deadline for filing of bids specified in the Call. Where the Principal admits a proof of competence in the form of an affidavit, such affidavit has to be signed by a person authorised to represent the bidder.
- 8.3. The bidder is authorised to file a joint bid together with other bidders (the "**Bidder Association**"). In such case, each bidder will separately prove their eligibility, and the bidders are jointly and severally liable to the Principal under the Contract and all members of the Bidder Association have to be presented in the Contract on the acquirer's part.

9. ELIGIBILITY

- 9.1. The bidder will prove their eligibility as follows:

The bidder is eligible, if		Method of proving eligibility
a)	<p>They were not convicted of a crime in the country of their residence in the past five years prior to this Tender's initiation; spent convictions shall not be taken into consideration.</p> <p>Where the bidder is a legal person, this condition must be satisfied by the legal entity as well as every member of that legal person's statutory body. If a legal person is member of the bidder's statutory body, this condition must be satisfied by both that legal person and every member of that legal person's statutory body and the person representing such legal person in the bidder's statutory body.</p> <p>Where the bid is filed by a branch of a foreign legal entity, this condition must be satisfied by that legal person and the head of the branch.</p> <p>Where the bid is filed by a branch of a Czech legal entity, this condition must be satisfied by that legal entity, every member of that legal entity's statutory body, a person representing such legal entity in the statutory body of the bidder, and the branch's head.</p>	Affidavit
b)	They are not in liquidation, a bankruptcy decision has not been issued against them or they are not in a similar situation under the laws of the bidder's country of residence.	Affidavit

The bidder is eligible, if		Method of proving eligibility
c)	The bidder is not an entity affected by international sanctions related to the Russian Federation, and they represent and warrant that both the bidder and all their related persons, persons representing them as well as their subcontractors comply with the effective international sanctions related to the Russian Federation.	Affidavit
<p>The bidder is authorised to use the affidavit template provided in <u>Appendix 3</u> of this Call for the purpose of proving their eligibility.</p>		

10. ASSESSMENT CRITERIA AND ASSESSMENT METHOD

10.1. Bids will be assessed based on a single assessment criterion:

Assessment criterion	Weight
Amount of the bid price in CZK, VAT exclusive, for the period of one year of the Contract's term	100 %

10.2. The bid that will contain the highest value will be assessed as the best one within the assessment criterion.

11. COMMUNICATION BETWEEN THE PRINCIPAL AND BIDDERS

11.1. Communication between the Principal and bidders will be carried out exclusively in writing and electronically at vr@fotbal.cz throughout the period for submission of bids. The bidder will fill the Tender's name in the email's subject.

11.2. Any and all written documents within the Tender will be sent by the Principal only through the above-mentioned electronic tool.

11.3. A request for an explanation of the Tender's Terms and Conditions, except for the Contract, can be delivered electronically in writing no later than **five days before the expiry of the deadline for bids' filing**. Explanation of the Tender's Terms and Conditions, including the exact wording of a requirement, will be published in the same way that was deployed by the Principal in announcing this Call.

11.4. A request for an explanation of the Contract's text can be delivered electronically in writing no later than **five days before the expiry of the deadline for bids' filing**. Explanation of the Contract, including the exact wording of a requirement, will be provided **only to bidders who entered into an NDA with the Principal**, electronically to the email address provided for such purposes in the NDA.

11.5. The Principal is authorised to provide an explanation of the Tender's Terms and Conditions (including the Contract) even without a previous request.

11.6. The Principal will email a notice of the Tender's result to the bidder to the email address provided in the bidder's bid.

12. BID'S CONTENT

12.1. The bid will contain the following separate parts in the order defined below:

12.1.1. Cover sheet of the bid structured for individual versions 1-2 that will be signed by an individual authorised to represent the bidder based on the required template provided in Annex 1 of this Call.

12.1.2. Documents proving meeting eligibility requirements.

12.2. In the bid's cover sheet, the bidder will represent and warrant that they carefully studied the Tender's Terms and Conditions contained in this Call and appendices hereto, that they understand such Tender's Terms and Conditions, that they fully accept those terms and conditions without any reservations, and that they prepared the bid in compliance with this Call. If the bid fails to be prepared in compliance with the Tender's Terms and Conditions, it will be removed from the Tender and the bidder will be eliminated.

12.3. The Principal reserves the right to verify the facts mentioned above as presented by the bidder. In addition to this, the Principal also reserves the right to remove a bid of a bidder against whom enforcement procedure has been taken or insolvency procedure has been initiated or if the Principal has a reason to believe, due to other economic or legal circumstances of the bidder's current position, that such circumstances may prevent the bidder from duly performing the Contract.

13. ADDITIONAL CONDITIONS AND REQUIREMENTS FOR THE BID'S PREPARATION

- 13.1. The bid will be filed in writing in the Czech language in one original in the hard-copy form, and in one copy in the electronic form on a suitable medium (CD/DVD) in the .pdf format.
- 13.2. The Principal requires that the paper bid be adequately protected from manipulation with individual sheets and the electronic bid be protected against the saved data's rewriting.

SAMPLE ENVELOPE

Fotbalová asociace České republiky

Atletická 2474/8, 169 00 Prague 6 – Strahov

Identification data of the bidder

Tender's name: **"Tender to Acquire a Licence to Audiovisual Rights to "Pohár FAČR" in the scope of streaming rights for the purpose of sports betting outside the territory of the Czech Republic"**

DO NOT OPEN

before the date of envelope's opening

- 13.3. The paper bid has to be filed in a properly closed envelope bearing the Tender's name that has to read the address, to which a notification can be delivered about the bid having been filed by the bidder after the expiry of the deadline for bids' filing.

14. PLACE AND DEADLINE FOR BIDS' FILING

- 14.1. The bidder will deliver their bid within the deadline for bids' filing to the address of the Principal's registered office:

Fotbalová asociace České republiky

Atletická 2474/8, 169 00 Prague 6 - Strahov

- 14.2. The deadline for the bids' filing shall expire on **9 December 2024 at 10:00 o'clock**.
- 14.3. The bid can be filed in person at the above-mentioned address of the Principal on week days, specifically always from Monday to Friday from 9 am to 4 pm so that it is delivered no later than by the end of the deadline for bids' filing.
- 14.4. The bidder can send their bid through a post licence holder or a messenger service – the moment of the bid's takeover by the Principal being the key moment in considering whether the bid was delivered in time.
- 14.5. The bidder is authorised to make corrections and completions in their bid pursuant to Section 1776 (2) of the Civil Code until the end of the deadline for bids' filing. When making the correction, the bidder will deliver a new bid to the place of the bids' filing and will receive the original bid, or will have the original bid returned for the purpose of correcting it. The bidder is authorised to withdraw their bid within the same deadline. When withdrawing the bid, the bidder will deliver their written withdrawal of the bid to the place of the bids' filing. However, their bid will be returned to the bidder only after the expiry of the deadline for bids' filing.

15. BIDDER'S COSTS ATTRIBUTABLE TO THE BID'S FILING

- 15.1. Any and all costs attributable to the preparation and filing of a bid shall be borne exclusively by the bidder.
- 15.2. The Principal shall not be liable for any losses or expenses of any type incurred by a bidder in connection with their participating in the Tender.

16. OPENING ENVELOPES WITH BIDS

- 16.1. Bids filed after the expiry of the deadline for bids' filing shall be treated as though they were never filed, and the Principal will immediately inform the bidder about their bid having been filed after the expiry of the deadline for bids' filing.
- 16.2. The Principal must not open the envelope prior to the expiry of the deadline for bids' filing.
- 16.3. If the Principal finds that a bid is incomplete, it will eliminate the bid. The Principal reserves the right to call a bidder to provide additional documentation not related to the bid's parameters that are subject to the assessment. The Principal will immediately eliminate a bidder whose bid was removed from the Tender by the Principal. The Principal immediately notifies the bidder in writing about the bidder being eliminated.

17. THE PRINCIPAL'S RIGHTS

- 17.1. The Principal reserves the right to change or supplement the Call (including the Contract) before the expiry of the deadline for bids' filing.
- 17.2. The Principal reserves the right to cancel the Tender anytime and including without giving a reason.
- 17.3. The bidder does not have a right to compensation for costs of their participating in the Tender.

18. INFORMATION ABOUT PERSONAL DATA PROCESSING

- 18.1. The Principal in the position of a personal data controller hereby informs bidders about personal data processing for the purpose of implementing this Tender pursuant to Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR").
- 18.2. The Principal can process personal data of bidders and their subcontractors (natural persons carrying out business activities), members of statutory bodies and contact persons of bidders and their subcontractors, persons through whom the bidder's competence is proven, members of the bidder's implementation team and the bidder's beneficial owners as part of the Tender's implementation. The Principal will process personal data only to the extent necessary for the Tender's implementation and only for the period of time determined by laws. Data subjects are authorised to exercise their rights under Articles 13 through 22 of the GDPR in writing at the address of the Principal's registered office.

19. ADDITIONAL PARTS OF THE CALL: CALL'S APPENDICES

- 1. Template of the Bid's Cover Sheet
- 2. Binding Template of the Non-disclosure Agreement
- 3. Template of the Affidavit to Prove Eligibility