



## **INVITATION TO TENDER FOR PROMOTION AND ORGANISATION OF THE MSA NORTHERN IRELAND RALLY CHAMPIONSHIP**

The Motor Sports Association ('MSA') is the governing body of motor sport in the United Kingdom. The MSA authorise the Championships in all disciplines of regulated British motor sport and is the owner of the Intellectual Property Rights in the above Championship title.

The MSA invites tenders from interested parties (the "Tenderer") for the right to promote and organise the above Championship ("the Championship") from the 1st January 2015 for a period of five years under an agreement relating to the Championship Title Rights ("the Rights").

This document sets out the procedure in relation to this Invitation to Tender ("ITT").

By submitting a tender the Tenderer accepts and agrees to be bound by each and every provision of this ITT.

### **1. TENDER CONTENTS**

#### **a) Tenders MUST INCLUDE:**

- i. The Tenderer's name and address including any Registered Office address and any Company registration number.
- ii. The contact details of the person at the Tenderer responsible for the tender submitted, including e mail and telephone.
- iii. An outline of your organisation's history and its corporate organisational structure.
- iv. Your organisation's previous experience in motor sport championship or major sports event promotion and organisation. Please note; preference will be given to those with such experience.
- v. The names, role, experience and qualifications of those individuals in your organisation who will be involved in providing promotion and organisation of the Championship. Where a Championship includes young persons (under 18 years) as with any tender or championship process, MSA may require such individuals to submit themselves to a Disclosure and Barring Service enhanced level check (formerly known as a CRB check) organised by MSA and for which the Tenderer will be responsible for the fee (currently £61 each person).
- vi. A copy of your Health & Safety at Work policy together with details of how it is made available to all your staff.

- vii. An environmental policy for the Championship to include your environmental procedures as applicable to the subject of the tender. This must include your environmental proposals on tyre use/disposal and fuels/lubricants.
- viii. A business plan for the Championship for the period of the Tender.
- ix. A copy of your most recent audited accounts for the last two years of trading or for the period that is available where trading less than two years. If these accounts are over 6 months old then a copy of the Year to Date internal management accounts providing the trading profit and loss sheet must also be provided.
- x. Copies of your current Public Liability (minimum £5m), Professional Indemnity (minimum £1m) and Employer's Liability (minimum £1m) insurance policies.
- xi.
  - a. An outline of the proposed Sporting and Technical Regulations;
  - b. The Championship format including but not limited to the following:
    - i. The proposed calendar of events;
    - ii. The location of the events and organising clubs (the Championship should include in each year at least one event which is also a round in that year of the MSA British Rally Championship where this is possible)
    - iii. The MSA recognised Club (The Lead Club) for the Championship, including a summary of the Lead Club's previous and current commercial activities
    - iv. The sporting and technical officials of the Championship
    - v. The Championship must include a category for Junior competitors (aged 23 and under)
    - vi. The Championship must include a Junior Competitor Development Programme
- xii. Marketing and promotional proposals for the Championship including but not limited to the following:
  - a. How the Championship will be promoted – pre the launch and during the period of the Championship;
  - b. Sponsorship for the Championship;
  - c. Partnership with the MSA including but not limited to:
    - i. training and education of young drivers;
    - ii. coach development;
    - iii. road safety/community engagement etc.;
  - d. The media platform on which it is proposed the Championship will appear e.g. TV, Digital, Radio, Print, Social Media and the quality and quantity of such coverage;
  - e. Annual economic impact assessment of the Championship;
- xiii. Your proposed fee for the Rights for the Championship (NB; A Championship Permit Fee as detailed in Appendix 1 of the MSA Yearbook ("Blue Book") is payable in addition to the fee payable for the Rights for the Championship)

## **2. PRE-SELECTION TENDER PROCEDURE**

- a) Tenders must be received as an original and with three copies in a closed and sealed envelope/package addressed to Sheila Barter, Executive Office Services Manager, Motor Sports House, Riverside Park, Colnbrook, SL3 0HG no later than 12 noon on Friday 11<sup>th</sup> April 2014 ("the Closing Date").

- b) Tenders must be clearly marked on the outside of the sealed envelope/package with the name and address of the Tenderer and the title of The Championship in relation to which the tender is submitted.
- c) A receipt will be issued to the Tenderer at its request and shall serve as an acknowledgement of receipt of the Tender.
- d) Tenders received after 12 noon on the Closing Date will not be considered for selection.
- e) The MSA Selection Panel (see below) will convene to open the sealed envelopes/packages containing the tenders at 3pm on the first working day after the Closing Date

### **3. SELECTION**

- a) MSA will appoint a Selection Panel comprising the Chief Executive, other senior MSA executives and any other person whom the Chief Executive considers will be beneficial to the process, and the Selection Panel will have responsibility for the tender process on behalf of the MSA.
- b) The Selection Panel may ask any Tenderer to make a short presentation of its proposal to the Selection Panel and to answer questions concerning the proposal and presentation.
- c) The MSA has no obligation to select any tender, nor enter into any agreement with anyone who submits a tender. Further, the MSA is neither obliged to give reasons nor to enter into any discussions regarding the acceptance or refusal of any particular tender.
- d) In the event the MSA decides in its sole discretion that any tender submitted does not satisfy the requirements of this ITT it may reject that tender without consideration of its merits.
- e) It is the responsibility of each Tenderer to submit a tender that is sufficiently detailed and clear to allow a decision to be taken. Any failure to do so may count against a Tenderer in the selection process. However, without being under any obligation to do so, the MSA may decide to seek any clarification of any tender submitted and may take any clarifications received into account in making any decision.
- f) Subject to the above, the MSA shall select the tender which, in the MSA's sole opinion, best serves the interests of the Championship and the interests of motor sport in general.
- g) The selected Tenderer shall be informed of his selection as soon as possible, and invited to execute a Championship Agreement ("Championship Agreement").
- h) On no account shall the selected Tenderer make any public, press or any other announcement or communicate to any third party in any way that it has been selected. Any breach of this provision will result in the tender concerned being rejected from the tender process.

### **4. POST-SELECTION PROCEDURE**

- a) Prior to the execution of a Championship Agreement, the selected Tenderer shall be bound to the terms of the tender it submits, which tender shall, for the purposes of this ITT, incorporate any representations made by the Tenderer to the MSA in whatever form prior to the date on which the MSA makes its decision as to selection. In the event of any material deviation by the selected Tenderer from the terms of its tender, the MSA shall have the right, at its sole discretion, to take any one or more steps set out below in paragraph 4(e).
- b) The selection by the MSA of a tender shall initiate a period of exclusive negotiation between the MSA and that Tenderer with a view to the conclusion of a Championship

Agreement. For the avoidance of doubt, however, the selection by the MSA of any tender does not impose any obligation on the MSA, save the obligation to initiate a period of exclusive negotiation with that Tenderer for such period as the MSA in its sole discretion considers reasonable. Selection does not oblige the MSA to enter into a Championship Agreement or any agreement whatsoever with the selected Tenderer.

- c) The selected Tenderer will have a period of ten days from the submission by the MSA to it of the draft Championship Agreement in which to make detailed comments on its terms. If this period expires without the selected Tenderer either confirming its full acceptance of the draft Championship Agreement or making any such comments on the draft Championship Agreement, the MSA shall have the right, at its sole election, to take any one or more of the steps set out below in paragraph 4(e).
- d) The MSA and the selected Tenderer shall have a period of 14 days from the submission by that Tenderer of its above detailed comments on the draft Championship Agreement in which to execute the draft Championship Agreement. If this period expires without a Championship Agreement having been executed, the MSA shall have the right, at its sole election, to take any one or more of the steps set out below in paragraph 4(e).
- e) On the occurrence of any of the events set out above, the MSA shall have the right, at its sole discretion to take any one or more of the following steps:-
  - i. terminate the period of negotiation exclusivity granted to the successful Tenderer;
  - ii. alter its decision as to the selection of the successful Tenderer;
  - iii. issue a determination that no Tenderer will be selected for the Championship;
  - iv. hold a new tendering procedure;
  - v. conduct a negotiation of the draft Championship Agreement with a Tenderer other than the successful Tenderer with a view to concluding with such other Tenderer a contract for the Championship.

## **5. MISCELLANEOUS**

- a) In submitting a tender the Tenderer agrees that it waives all rights in the event that the MSA elects to:
  - i. take any one or more of the actions identified in paragraph 4(e) and/or
  - ii. utilises any idea and/or concept contained within the tender.
- b) Regardless of whether a Tenderer ultimately executes a contract, each Tenderer is responsible for all its costs, expenses and liabilities incurred, in:
  - i. the preparation of its tender;
  - ii. the preparation of any responses to requests for further information issued by the MSA;
  - iii. relation to negotiations with the MSA and
  - iv. undertaking any Disclosure and Barring Service checks as MSA may request (currently £61 per check).
- c) The MSA has taken steps to ensure that this ITT is accurate in all material respects. However, neither the MSA, nor any of its representatives or employees, make any representation or warranty, or accept any responsibility or liability for the accuracy or completeness of any of the information contained in this ITT. Furthermore, the MSA shall not be liable for any loss or damage suffered by any Tenderer in reliance on this ITT, or any subsequent communication in relation thereto.
- d) The MSA reserves the right to change any aspect of this ITT at any time, to issue an amended ITT or to provide a Tenderer with clarification in relation to the ITT. Any such change, amendment or clarification may be issued by the MSA in such form as the MSA in its sole discretion considers appropriate.

- e) Nothing in this ITT or any communication made by the MSA or its representative or employees shall constitute a contract between the MSA and any Tenderer.
- f) By submitting a Tender the Tenderer understands and agrees that any Disclosure and Barring Service check which results in an adverse or negative result will entitle MSA to wholly disregard that Tender.

## **6. COLLUSION AND INDUCEMENTS**

- a) Any collusion with any other potential Tenderer will invalidate your tender. By submitting a tender you declare that it is a bona fide tender, intended to be competitive and that you have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.
- b) Offering an inducement of any kind in relation to obtaining this or any other contract with MSA will disqualify your tender from being considered and may constitute a criminal offence.

## **7. GOVERNING LAW AND LANGUAGE**

- a) The governing law applicable to this ITT and any tender received in relation thereto shall be English Law.
- b) MSA and the Tenderer irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales regarding any claim or dispute arising under or in connection with this ITT, any response or any bid received in relation thereto.