



INVITATION TO TENDER FOR PROMOTION AND ORGANISATION OF THE MSA BRITISH SUPERKART CHAMPIONSHIP

The Motor Sports Association (“**MSA**”) is the governing body of motor sport in the United Kingdom. The MSA authorises 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 MSA British Superkart Championship (the “**Championship**”) from 1 January 2018 for a period of three years under an agreement relating to the Championship Title Rights (the “**Rights**”), with an optional contract extension at the discretion of the MSA.

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.

If the Tenderer has any enquiry in relation to this ITT (an “**Enquiry**”), the following shall apply:

- An Enquiry relating to commercial, motor sports or other matters shall be sent to the MSA for the attention of the MSA British Superkart Championship contact person, namely Cheryl Lynch (MSA Race, Speed and Kart Executive);
- An Enquiry must be sent in writing and include the tendering company’s/tenderer’s name and a response address/telephone number; and
- In the event that an Enquiry raises an issue in respect of this ITT, the MSA may issue an amendment to the ITT as a “Supplement.”

1. TENDER CONTENTS

Tenders **MUST INCLUDE**:

- 1.1 The Tenderer’s name and address including any Registered Office address and any Company registration number.
- 1.2 The contact details of the person at the Tenderer responsible for the tender submitted, including email and telephone number.

- 1.3 An outline of your organisation's history and its corporate organisational structure.
- 1.4 Your organisation's previous experience in championship promotion and organisation.
- 1.5 The names, role, experience and qualifications of those individuals in your organisation who will be involved in providing promotion and organisation of the Championship.
- 1.6 Confirmation that:
 - 1.6.1 you have included your organisation's Child Safeguarding policy, which should conform to the MSA's Child Safeguarding Policy; and
 - 1.6.2 all persons identified by you as participating (in any role) in the Championship (or the tender), in undertaking a "Regulated Activity" as defined in the Safeguarding Vulnerable Groups Act 2006, shall agree to submitting themselves to a Disclosure and Barring Service enhanced level check organised by the MSA and for which you will be responsible for the fee; and
 - 1.6.3 you shall identify the names, experience and qualifications of those individuals in your organisation who will be involved in providing safeguarding, welfare and training under the Safeguarding Vulnerable Groups Act 2006 in the Championship.
- 1.7 A copy of your Health & Safety at Work policy together with details of how it is made available to all your staff.
- 1.8 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 limiting tyre use, tyre disposal, and fuels/lubricants.
- 1.9 A business plan for the Championship for the period of the Tender.
- 1.10 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 & loss and balance sheet must also be provided.
- 1.11 Copies of your current Public Liability (minimum £5m), Professional Indemnity (minimum £1m) and Employer's Liability (minimum £1m) insurance policies.
- 1.12 The proposed Championship Regulations, which must at least include:
 - 1.12.1 An outline of the proposed Sporting and Technical Regulations;
 - 1.12.2 Outline proposals for registration of teams, entrants and mechanics within the Championships.
 - 1.12.3 An outline of all your safety related proposals, including but not limited to

steps to be taken regarding:

- a. safety plan and identification/management of risk;
- b. safety of individuals for example competitors, spectators, officials, marshals and other volunteers;
- c. details of those responsible for safety matters;
- d. details of any safety plans/measures in respect of the proposed Championship;
- e. any other safety related matters you believe to be relevant, including details of your previous promotion of safety and identification/management of risk in championship organisation.

1.12.4 The Championship format including but not limited to the following:

- a. The proposed calendar of events;
- b. The location of the events and organising clubs. All events shall be within the UK and should include a wide geographic spread;
- c. The MSA recognised Club (The Lead Club) for the Championship, including a summary of the Lead Club's previous and current commercial activities, in particular regarding the sporting discipline of the Championship (n.b. a lead club for a Championship must have been recognised by the MSA for a minimum of two years); and
- d. The sporting and technical officials of the Championship and confirmation of enforcement policy with regard to eligibility criteria.

1.12.5 Fuel (and, if appropriate, lubricant) supply and testing procedures. Either nominated pump fuel, or control fuel are acceptable options for a Tenderer.

1.13 Detailed marketing and promotional proposals for the Championship including but not limited to the following:

1.13.1 How the Championship will be promoted – pre the launch and during the period of the Championship;

1.13.2 Sponsorship proposals for the Championship, including any commercial arrangements providing money, money's worth or contra arrangements for the benefit of the Championship or the Tenderer, and any prize offerings;

1.13.3 Partnership with manufacturers, both technical and promotional/marketing & PR;

1.13.4 Partnership with the MSA including but not limited to:

- a. participation, promotion and support of the MSA's Race'n'Respect

principles;

- b. training and education of officials, volunteers, parents and teams concerning child safeguarding;
- c. road safety/community engagement etc.;
- d. working with/promotion of Go Motorsport;
- e. recruitment of motor sport officials and volunteers;
- f. any other initiatives including but not limited to safety training/promotion and supporting any FIA initiatives which you believe would be of benefit to the Championship.

1.13.5. 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;

1.13.6 Annual economic impact assessment of the Championship; and

1.13.7 Any interaction with events in any FIA/CIK Championship.

1.14 Your proposed fee for the Rights for the Championship. VAT will be charged at the prevailing rate. Your proposed fee should not include any of the following, each of which the successful Tenderer will be liable to pay in addition to the fee (plus VAT thereon) for the Rights:

1.14.1 A Championship Permit Fee as detailed in Appendix 1 of the MSA Yearbook ("Blue Book").

1.14.2 An Organisers Permit Fee and Event Insurance Fee, both calculated based on the number of signed-on competitors (per-capita) as detailed in Appendix 1 of the Blue Book.

1.15 All competitors and senior officials must be licensed by the MSA in accordance with the Blue Book.

1.16 ITT responses including any documentation relating thereto must follow the numerical sequence set out in this paragraph 1 of the ITT.

2. PRE-SELECTION TENDER PROCEDURE

2.1 Tenders must be received as an original, duly signed and dated by an authorised signatory of the Tenderer (including name and title of signatory in block capital letters), and with six (6) 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 12.00 midday on Friday 28 July 2017 (the "**Closing Date**").

- 2.2 Tenders must be clearly marked on the outside of the sealed envelope/package with the name and address of the Tenderer and should also state clearly “DO NOT OPEN – Sealed Bid in respect of MSA British Superkart Kart Championship.”
- 2.3 A receipt will be issued to the Tenderer at its request and shall serve as an acknowledgement of receipt of the tender.
- 2.4 Tenders received after 12.00 midday on the Closing Date will not be considered for selection.
- 2.5 The MSA Selection Panel intends to convene to open the sealed envelopes/packages containing the tenders on the afternoon of Friday 28 July 2017.

3. SELECTION

- 3.1 The MSA will appoint a Selection Panel comprising the General Secretary, other senior MSA executives and any other person whom the General Secretary considers will be beneficial to the process. The Selection Panel will have responsibility for the tender process on behalf of the MSA.
- 3.2 The Selection Panel may ask any Tenderer to make a presentation of its proposal, or any element thereof, to the Selection Panel and also to answer questions concerning the proposal and presentation.
- 3.3 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.
- 3.4 The MSA has no obligation to accept 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, refusal or rejection of any particular tender.
- 3.5 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.
- 3.6 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 karting and motor sport in general.
- 3.7 The selected Tenderer shall be informed of its selection as soon as possible, and shall be invited to execute a Championship Agreement (the “**Championship Agreement**”).
- 3.8 On no account shall the selected Tenderer make any public, press or 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. The selected Tenderer shall keep all discussions, negotiations and any other communication with the MSA relating directly or indirectly to this ITT strictly confidential and shall enter a Confidentiality Agreement with MSA if so requested.

4. POST-SELECTION PROCEDURE

- 4.1 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 4.5.
- 4.2 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.
- 4.3 The selected Tenderer will have a period of 10 working 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 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 4.5.
- 4.4 The MSA and the selected Tenderer shall have a period of 15 working days from the submission by that Tenderer of its 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 4.5.
- 4.5 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:
 - 4.5.1 terminate the period of negotiation exclusivity granted to the successful

Tenderer;

- 4.5.2 alter its decision as to the selection of the successful Tenderer;
- 4.5.3 issue a determination that no Tenderer will be selected for the Championship;
- 4.5.4 hold a new tendering procedure;
- 4.5.5 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

- 5.1 In submitting a tender, the Tenderer agrees that it waives any and all rights in the event that the MSA elects to:
 - 5.1.1 take any one or more of the actions identified in paragraph 4.5; and/or
 - 5.1.2 utilise any of the ideas and/or concepts contained within its tender.
- 5.2 Regardless of whether a Tenderer ultimately executes a contract, each Tenderer is responsible for all its costs, expenses, and liabilities incurred in:
 - 5.2.1 the preparation of its tender;
 - 5.2.2 the preparation of any responses to requests for further information issued by the MSA;
 - 5.2.3 relation to negotiations with the MSA;
 - 5.2.4 conformity with the Safeguarding Vulnerable Groups Act 2006 and any other applicable legislative or regulatory requirements; and
 - 5.2.5 Disclosure and Barring Service checks.
- 5.3 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.
- 5.4 The MSA reserves the right to change any aspect of this ITT at any time, to issue an amended ITT, or to provide the 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.
- 5.5 Nothing in this ITT, nor any communication made by the MSA or any of its representatives or employees, shall constitute a contract between the MSA and any Tenderer.

5.6 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

6.1 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.

6.2 Offering an inducement of any kind in relation to obtaining this or any other contract with the MSA will disqualify your tender from being considered and may constitute a criminal offence.

7. GOVERNING LAW AND LANGUAGE

7.1 The governing law applicable to this ITT and any tender received in relation thereto shall be English Law.

7.2 The 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.