



# INVITATION TO TENDER

Motorsport Australia Rally Championship Tyre Supplier

## 1. INTRODUCTION

- a. Motorsport Australia is the governing body of motorsport in Australia. Motorsport Australia authorises championships in all disciplines of regulated Australian Motor Sport and is the owner of certain Intellectual Property Rights in the Motorsport Australia Rally Championship (**Championship**).
- b. Motorsport Australia invites tenders from interested parties (each a **Tenderer**) for the right to become the Control Tyre Supplier for the 2024 - 2026 Championships by submitting a tender (**Tender**) in response to this invitation to tender (**ITT**).
- c. Subject to agreement being reached, Motorsport Australia proposes to grant to the successful Tenderer(s) the right to supply tyres to the 2024 - 2026 Championships as a Control tyre supplier. All rounds of each Championship will be held in accordance with all Motorsport Australia and FIA requirements.
- d. This ITT is purely for a tyre manufacturer who will sponsor and supply tyres to the Championship. Motorsport Australia will retain sole authority over sporting, commercial and technical matters.
- e. Motorsport Australia may have secured, or will secure, partnership agreements with selected entities to support the Championship including but not limited to parts suppliers, naming rights sponsors, commercial partners, government bodies and other tyre suppliers (in the event that the Agreement is not exclusive).
- f. This document sets out the procedure in relation to this ITT.
- g. By submitting a Tender, the Tenderer accepts and agrees to be bound by each and every provision of this ITT.

## 2. TENDER CONTENTS

Tenders must include the following in the Tender:

- a. The Tenderer's name and address including any registered office address and Australian Business Number.
- b. The contact details of the person at the Tenderer responsible for the Tender submitted, including e mail and telephone.
- c. An outline of the Tenderer's organisation history and its corporate organisational structure.
- d. The Tenderer's organisation's previous experience in championship promotion and organisation.
- e. The names, role, experience, and qualifications of those individuals in the Tenderer's organisation who will be involved in supplying tyres to the Championship.
- f. Copies of the Tenderer's current Public Liability, Professional Indemnity and Employer's Liability insurance policies.
- g. Motorsport Australia will require that any successful Tenderer enters into a Tyre Supply and Sponsorship Agreement (**TSSA**) prepared by Motorsport Australia. The TSSA will be prepared and sent to any successful Tenderer following selection of a delivery model for the Championship. Attached in Schedule 2 is a non-exhaustive summary of several key terms

and conditions which are likely to feature in the TSSA. Tenderers must list any objections to those terms in their Tender.

- h. Details of the fees which the Tenderer proposes to pay to Motorsport Australia for the rights to supply Control tyres to the Championship

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

- a. Tenders must be sent to the following Motorsport Australia personnel by 5pm on Friday 17<sup>th</sup> March 2023 (**Closing Date**):  
Adrian Coppin (Motorsport Events and Operations Manager) [acoppin@motorsport.org.au](mailto:acoppin@motorsport.org.au)
- b. Tenders received after 5pm on the Closing Date may not be considered for selection.
- c. Motorsport Australia will appoint a selection panel to consider Tenders received. Motorsport Australia may also appoint external advisors to assist in the decision making process.
- d. The selection panel may ask any Tenderer to make a short presentation on its Tender to the Selection Panel, amend and resubmit a Tender, submit further information in relation to a Tender or to answer questions concerning the Tender and presentation.

### **4. SELECTION**

- a. Motorsport Australia is under no obligation to accept any Tender, nor enter into any agreement with a Tenderer following the submission of a Tender. Further, Motorsport Australia is neither obliged to give reasons nor to enter into any discussions regarding the acceptance or refusal of any particular Tender.
- b. 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, Motorsport Australia may decide to seek any clarification of any Tender submitted and may take any clarifications received into account in making any decision.
- c. Subject to the above, Motorsport Australia shall select the Tender which, in Motorsport Australia's sole opinion, best serves the interests of the Championship and the interests of motor sport in general.
- d. The selected Tenderer shall be informed of their selection as soon as possible and invited to execute a TSSA with Motorsport Australia.
- e. 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.

### **5. POST-SELECTION PROCEDURE**

- a. Prior to the execution of a TSSA, 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 Motorsport Australia in whatever form prior to the date on which Motorsport Australia makes its decision as to selection. In the event of any material deviation by the selected Tenderer from the terms of its Tender, Motorsport Australia shall have the right, at its sole discretion, to take any one or more steps set out below in paragraph 5d.

- b. The selection by Motorsport Australia of a Tender shall initiate a period of exclusive negotiation between Motorsport Australia and that Tenderer with a view to the conclusion of a TSSA. For the avoidance of doubt, the selection by Motorsport Australia of any Tender does not impose any obligation on Motorsport Australia save the obligation to initiate a period of exclusive negotiation with that Tenderer for such period as Motorsport Australia in its sole discretion considers reasonable. Selection does not oblige Motorsport Australia to enter into a TSSA or any agreement whatsoever with the selected Tenderer.
- c. Motorsport Australia will submit a TSSA to the selected Tenderer. The selected Tenderer will have a period of ten days from the submission by Motorsport Australia of the updated TSSA to make detailed comments on its terms.
- d. Motorsport Australia may at any stage 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 on the same or different terms;
  - v. reject or no longer consider any Tender without consideration of the merits of that Tender; or
  - vi. conduct a negotiation of the TSSA with a Tenderer other than the successful Tenderer with a view to concluding the TSSA with such other Tenderer.
- e. Motorsport Australia is not bound by any proposed terms contained within this ITT or the TSSA until the TSSA is executed by both parties.

## **6. MISCELLANEOUS**

- a. In submitting a Tender, the Tenderer agrees that it waives all rights in the event that Motorsport Australia elects to:
  - i. take any one or more of the actions identified in paragraph 5d; and
  - ii. utilise the ideas and concepts contained within the Tender.
- b. Regardless of whether a Tenderer ultimately executes a TSSA with Motorsport Australia, each Tenderer is responsible for all its costs, expenses and liabilities incurred, in:
  - i. the preparation of a Tender;
  - ii. the preparation of any responses to requests for further information issued Motorsport Australia; and
  - iii. any negotiations with Motorsport Australia.
- c. Motorsport Australia has taken steps to ensure that this ITT is accurate in all material respects. However, neither Motorsport Australia, 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, Motorsport Australia 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. Motorsport Australia 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 Motorsport Australia in such form as Motorsport Australia in its sole discretion considers appropriate.
- e. Nothing in this ITT or any communication made by Motorsport Australia or its representative or employees shall constitute a contract between Motorsport Australia and any Tenderer.
- f. The existence and information contained in and related to this ITT is confidential to Motorsport Australia and the Tenderer agrees to keep any such confidential information confidential.

## **7. COLLUSION AND INDUCEMENTS**

- a. Tenderers may not collude with any other potential or actual Tenderer. 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 Motorsport Australia will disqualify your Tender from being considered and may constitute a criminal offence.

## **8. GOVERNING LAW AND LANGUAGE**

- a. The governing law applicable to this ITT and any Tender received in relation thereto shall be Australian Law.
- b. Motorsport Australia and the Tenderer irrevocably agree to submit to the exclusive jurisdiction of the Courts of Victoria, Australia regarding any claim or dispute arising under or in connection with this ITT, any Tender or any other related matter.

# Schedule 1 – Tender Particulars

In addition to any requirements stated within this document, each Tender must contain the following:

- A formal proposal to become the Control Tyre Supplier;
- Detailed breakdown of sponsorship contribution (Fee), including payment schedule;
- Accurate tyre rebate contribution plan.
- Detailed event servicing plan for each round;
- Breakdown of all products and compounds to be supplied.
- Supply timelines for each product;
- Price for each product;
- Availability of each product in Australia;
- Signage requirements;
- Details of any current or future commercial agreements between the Tenderer and any other party which may conflict with Motorsport Australia brand or its current commercial partners; and
- Any other details considered relevant by the Tenderer.

<b>Control Tyre Supplier</b>	
<b>Term</b>	1 January 2024 – 31 December 2026
<b>Fee</b>	To be proposed by Tenderer for the entire Term
<b>Sole Supplier?</b>	Yes

# Schedule 2 – Terms and Conditions

1. Tenderers must:
  - a. Promote and seek maximum exposure for the Championship.
  - b. Comply with Motorsport Australia and FIA policies, rules and regulations, including but not limited to the FIA International Sporting Code and Motorsport Australia National Competition Rules (**NCRs**).
  - c. Comply with all of Motorsport Australia insurance requirements.
  - d. Comply with the calendar determined and issued by Motorsport Australia
  - e. Act at all times in a professional, competent and proactive manner.
  - f. Maintain sufficient insurance to be determined by Motorsport Australia
  - g. Use any branding or signage approved by Motorsport Australia
  - h. Follow any reasonable direction of Motorsport Australia in relation to participation in the Championship.
  - i. Not act in any way which brings Motorsport Australia or motor sport into disrepute, or in any way which is prejudicial to the interest of motor sport generally.
  - j. Indemnify Motorsport Australia against any claim or damage it may incur in relation to the Tenderer's actions.
  - k. Assign all rights to any IP created by the Tenderer in relation to the Championship to Motorsport Australia, Motorsport Australia will grant a revocable and royalty free licence to use that IP to the Tenderer during the Term in relation to the Championship.
2. Motorsport Australia may:
  - a. Amend the technical and sporting regulations from time to time.
  - b. Set and amend the motorsport calendar.
  - c. Suspend or terminate the agreement where the Tenderer is in breach.
3. Motorsport Australia will:
  - a. Maintain the NCRs.
  - b. Maintain a public and personal liability policy and name the Tenderer as an insured under the public liability policy.
  - c. Provide certain officials in relation to the conduct of each round.
4. Subject to commercial agreement being reached, Motorsport Australia is prepared to grant certain commercial rights to the Tenderer in relation to the Championship.