



中國香港汽車會

HONG KONG, CHINA AUTOMOBILE ASSOCIATION

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Tender Notice

Tender Subject: Hong Kong Touring Car Championship promoter
Date of Notice: 29 September 2023
Tender Reference: HKAA/ 20230929-002

Invitation of Tender

HKAA is now accepting tenders from qualified candidates as HKAA's promoter in relation to the Hong Kong Touring Car Championship(s) / Challenge(s) (the "Championship") in 2024 (two year contract is acceptable to propose). The Promoter will have the rights and obligations to organize and promote the Championships in locations to be approved by HKAA.

Each of the Championship could be of multi-round or single race. Candidate should specify such in the tender.

Objective for the Championship

HKAA's main objective for the Championship includes:

- i. The creation of a national race which:
 - a. serves HKAA as a credible flagship for its motorsport programme.
 - b. promote motorsports.
- ii. To uphold the integrity and credibility of the Championship in sporting competitions.

HKAA anticipate all Championships to stage as stand-alone events. However, consideration will be given to candidates with proposed options that will amplify our objectives.

Period of Championships

1 January 2024 – 31 December 2024

Eligibility

To be eligible, each candidate shall possess the ability, experience and financial resources to organize and promote the Championship and perform its relevant services.

Submission Deadline

The Tender must reach the HKAA Headquarter, lodged in the "Tender Box" **by noon on** 19 October 2023.

Form and Delivery of Tender

The Tender shall be enclosed in a sealed envelope addressed to HKAA, marked "TENDER CONFIDENTIAL", and shall be lodged in the HKAA Tender Box located at Marsh Road, Wanchai Reclamation, Hong Kong



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Tender Evaluation Process

Please refer to the Appendix I.

Clarification from Candidates

HKAA reserves the right to ask questions and request supplemental information from any of the Candidates through any means it considers appropriate.

HKAA may, at its discretion, make any request for clarification that it receives from any Candidate or other recipient of this Tender Notice, and its response to any such request, available to other Candidates and recipients.

Notification

Details of the acceptance of the tender will be published on HKAA's website www.hkaa.com.hk.

General Enquiry

All enquires regarding this Tender Notice should be submitted by email to motorsports@hkaa.com.hk.

Julian Cheung, Chairman
For and on behalf of
Motorsport Council of HKAA

Appendix I



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Tender Evaluation Process

Appointment of the Promoter

The selected candidate will be informed and required to sign an agreement or memorandum of understanding with HKAA.

Evaluation of Candidates and Tenders

- a. Candidates acknowledge that HKAA's assessment of its Tender will be based on its evaluation of the totality of the circumstances, including (without limitation):
 - i. the Candidate's specific proposals for the organization and promotion of the Championship;
 - ii. the Candidate's specific proposals for the provision of the required services;
 - iii. the Candidate's record in related and relevant activities; and
 - iv. such other factors as HKAA may consider appropriate.
- b. HKAA has no obligation to select or accept the Tender with the most favorable financial terms or to select or accept any Tender received. Any evaluation, selection or acceptance of a Tender by HKAA will be in HKAA's sole discretion. HKAA will not be required to provide, publicly or privately, any explanation for any decision in relation to its rejection, selection or acceptance of any Tender.

HKAA's discretion

- a. HKAA may respond to Tenders in such manner and at such times or stages of the process contemplated by this Tender Notice as it deems, in its sole discretion, appropriate and, without limitation, may at any time or stage:
 - i. accept or reject any Tender;
 - ii. request new, revised or amended Tenders from some or all of the Candidates and/or other parties;
 - iii. pursue negotiations and/or discussions, on an exclusive or non-exclusive basis, with one or more Candidates and/or other parties selected in HKAA's sole discretion;
 - iv. withdraw from any negotiations and/or discussions in respect of any Tender;
 - v. modify, waive or revise the terms of this Tender Notice;
 - vi. open one or more additional rounds of selection and invite some or all Candidates and/or other parties to participate therein;
 - vii. reject any or all Tenders and appoint someone who is not a Candidate as the Promoter of the Championship; and/or
 - viii. terminate the Tender process and/or commence an entirely new selection process (which may exclude any Candidate) at such time in the future as it may determine.
- b. HKAA's decisions relating to this Tender Notice and the process will be final and each Candidate waives any right it may have to (and shall not) appeal or challenge any such decision. HKAA is not required to give any reasons for any such decisions including, for the avoidance of doubt,



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any decision to accept or reject any Tender.

Confidentiality and announcements

- a. Each Candidate undertakes to keep confidential on the contents of this HKAA, its Tender and any communication and/or negotiations relating to the Tender process as well as the details of its participation or non-participation in the Tender process, in each case, both before and after the termination of the Tender process.
- b. HKAA shall have the sole right to make any announcement in relation to this Tender Notice, the Tender process and the selection of any selected Candidate.
- c. This Tender Notice is intended for the internal purposes of the Candidates for submission of tender and shall not be used for any other purpose externally.

Miscellaneous

- a. Each Candidate who participates in the Tender has to process at its own cost and risk and, regardless of whether it is (or is not) appointed as a Selected Candidate or the Promoter, shall be solely responsible for all costs, expenses and liabilities incurred by it in relation to the preparation and submission of its Tender, any responses to requests for further information and in any subsequent stage(s) of the Tender process. HKAA shall have no liability or responsibility in any circumstance to any Candidate in respect of any such costs, expenses or liabilities.
- b. This Tender does not, and is not intended to, create any commitment by HKAA in favour of any Candidate or other recipient hereof, or an offer by HKAA that is in any way capable of acceptance. Nothing in this Tender Notice or in any materials provided by HKAA either with this HKAA or in connection with the Tender process (other than a formal written Promoter agreement executed by HKAA and the relevant Candidate) shall, by themselves, together or in conjunction with any other course of conduct, be construed as a grant (or an offer, agreement or obligation to grant) by HKAA of any rights or an appointment of (or an offer, obligation or agreement to appoint) any Candidate.
- c. By submitting its Tender to HKAA or otherwise participating in the Tender process, each Candidate consents to, and agrees to be bound by, the terms and conditions set forth in this Tender Notice, any representations and warranties included in its Tender.

Personal Data Provided

All personal data provided in the Tender will be used by the HKAA for the purposes of the Tender process and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the appointment of Promoter and resolution of any dispute arising from the Tender process).

Warranty against Collusion

- (1) By submitting a Tender, the Candidate represents and warrants that in relation to the Tender process:
 - (i) it has not communicated and will not communicate to any person other than the HKAA the



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- amount of any Tender price;
- (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (2) In the event that the tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the HKAA shall be entitled to, without compensation to any person or liability on the part of the HKAA:
- (i) reject the tender;
 - (ii) if the HKAA has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if the HKAA has entered into the contract with the Tenderer, terminate the contract.
- (3) The Tenderer shall indemnify and keep indemnified the HKAA against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.
- (4) A breach by a tenderer of any of the representations and/or warranties in Clause (1) may prejudice its future standing as a HKAA's supplier or service provider.
- (5) Clause (1) shall have no application to the tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the HKAA in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.
- (6) The rights of the HKAA under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the tenderer.

Warranty against Bribery

- (1) The bidder shall not, and shall procure that his directors, employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201), in connection with the quotation and execution of this contract.
- (2) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (1) above committed by the bidder or by a director, employee, agent or sub-contractor of the bidder shall, without affecting the bidder's liability for such failure and act, result in his quotation being invalidated.



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Conflict of Interest

- (1) When a situation involving a conflict of interest cannot be avoided, the Tenderer should as soon as possible make full disclosure of all relevant interests which conflict, may conflict or may be seen to conflict with its duties as the promotor of the Championship. The basic principle to be observed is that Tenderers' advice should be disinterested and impartial and it is the responsibility of the Tenderer to judge and decide if the situation warrants a declaration, and to seek a ruling from the HKAA Motorsport Council in case of doubt.

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