



Tender Notice

Event: HKAA Championships	Date: 8 October, 2019
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Introduction

The Hong Kong Automobile Association (“HKAA”) is the most recognized and longest established automobile organization formed in Hong Kong and has been in existence since 1918.

HKAA is a member of the Federation Internationale de l'Automobile (FIA), the Federation Internationale de Motocyclisme (FIM) and the Hong Kong Sports Federation and Olympic Committee of Hong Kong, China. As the ASN (National Sporting Authority) in Hong Kong, HKAA’s involvement in motorsport began in the 1950s and is the sole Association to issue race competition licenses to members. In addition to this formal role, the Association has been actively involved in the promotion of sporting events, to assist Hong Kong competitors to participate international events in other countries.

As an internationally recognized not-for-profit organization, the HKAA upholds the objectives of serving and protecting our members, serving the community, promoting road safety and motorsports development, and supporting environmental protection.

Call for proposals from qualified candidates

HKAA is now calling Tenders from candidates interested in being appointed as HKAA’s promoter in relation to the Hong Kong National Championship(s) / Challenge(s) (the “Championship”) in 2020. The Promoter will have with the right and obligation to organize and promote the Championship in 2020 in locations to be approved by HKAA.

The Championships concerned are as follows:

- i. Hong Kong National Touring Car Championship / Challenge
- ii. Hong Kong National Formula (3/4/Renault) Championship / Challenge
- iii. Hong Kong National GT Championship / Challenge
- iv. Hong Kong National Motorbike Championship / Challenge
- v. Hong Kong National E-Touring Championship / Challenge
- vi. Hong Kong National E-Formula Championship / Challenge
- vii. Hong Kong National Drift Championship / Challenge
- viii. Hong Kong National Road Sport Championship / Challenge
- ix. Hong Kong National Prototype Championship / Challenge
- x. Hong Kong National Gymkhana Championship / Challenge



Each of the Championship could be of multi-round or single race, Candidate should include such planning in the proposal to be submitted for this Tender. The period of the Championship commences on 1 January 2020 and expires on 31 December 2020 or such period as HKAA may agree.

HKAA thanks each Candidate for their interest and looks forward to receiving their Tenders.

Eligibility of candidates

To be eligible to have its Tender consider in this process, each Candidate will be required to satisfy HKAA that it possesses the ability, experience and financial resources to organize and promote the Championship and perform the relevant services.

HKAA's objective for the Championship

HKAA's main objectives with respect to the Championship (the "Objectives") include:

- i. The creation of a national race which:
 - a. could be held annually;
 - b. serves HKAA as a credible flagship for its motorsport programme; and
 - c. promotes motorsport.
- ii. Ensuring the credibility of the Championship as sporting competition.

HKAA envisages that the Championship will be staged as stand-alone events. However, HKAA will consider any other option proposed by any Candidate, if the Candidate establishes that such option will better meet the Objectives and/or increase the appeal of the Championship.

Timetable for tenders

Each Candidate must submit its Tender to HKAA in accordance with the requirement set in this Notice by no later than noon (12pm) on 29 October 2019 by sending a PDF version thereof by email to rickywan@hkaa.com.hk with a copy to motorsports@hkaa.com.hk.

Form of tender

Candidates must submit their Tenders in the form set out in Schedule 1 and include the information specified as far as possible.

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.

Clarification from HKAA

Following the issuance of this Tender Notice, HKAA will, where possible, provide any clarification reasonably requested in relation to the contents of this Notice. All queries should be submitted by email to rickywan@hkaa.com.hk with a copy to motorsports@hkaa.com.hk.



HKAA may, in 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.

Appointment of the Promoter

The selected candidate will be informed of its selection and will be required to negotiate and sign an agreement or memorandum of understand 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 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 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, any decision to accept or reject any Tender.

Confidentiality and announcements

- a. Each Candidate undertakes to keep confidential 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 and shall not be distributed externally.

Miscellaneous

- a. Each Candidate participates in the Tender 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 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.

- (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.



香港汽車會

HONG KONG AUTOMOBILE ASSOCIATION

Est. 1918

MEMBER OF



- (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.

Conflict of Interest

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