



منظمة الإمارات للسيارات والدراجات النارية
EMIRATES MOTORSPORTS ORGANIZATION

LETTER OF INVITATION TO TENDER

Invitation to Tender for the Provision of

PROJECT NO: 21628/2021

Project Title: Jebel Ali Circuit Operations Management and Development

To be submitted to EMIRATES MOTORSPORTS ORGANIZATION

Version: 1.0

Prepared by: Contracts & Procurement Department

June -2021

Date: 01st July , 2021

Sub: Invitation to Tender for Emirates Motorsports Organization Jebel Ali Circuit

Project number: 21628/2021

Project name: Jebel Ali Circuit Operations Management and Development

You are invited to submit a tender to provide for **Jebel Ali Circuit Operations Management and Investment plans** on behalf of Emirates Motorsports Organization – EMSO.

By participating in this tender you are indicating your acceptance to be bound by the guidelines set out in this letter and attachments. We provide below the key details of EMSO requirements, which you should take into account in your response. Please acknowledge via email receipt of this letter within **Two (2)** working days together with your confirmation of your intention to tender.

To simplify exchange of information regarding this Invitation to Tender (ITT) please nominate a Bid Manager (together with their deputy) and relevant contact telephone, facsimile numbers, and email addresses.

Please direct any questions regarding the ITT content or process to the EMSO representatives named below. You should not contact other EMSO personnel unless directed to do so by the EMSO representative. EMSO reserves the right to disqualify and reject proposals from suppliers who do not comply with these guidelines. All questions should be submitted in writing to the email address below. Only communications made by your Bid Manager (or their deputy) to our named representative, **Mr. Bryan Gener, Motorsports Manger, Ph:+971 4 2961122, Email: bryan@emso.ae** will be taken into account during the pre-contract tender period.

The last date for submission of Tender is 25th July, 2021.

We look forward to receiving your response.

Yours sincerely,

Director

Contracts & Procurement Department

Statement of Confidentiality

This document is proprietary to Emirates Motorsports Organization and all information presented in this document or shared with the tenderer, as part of this proposing process is considered strictly confidential. As such, the tenderer should not disclose this document or any attachments in whole, or in part, to any third party without prior written consent of EMSO. The tenderer also acknowledges that information shared here within is the intellectual property of EMSO and is subject to a disclosure agreement as recognized by the copyright and intellectual property protection regulations.

Purpose

The purpose of this document is to present the requirements for details and provision for the management and expansion project for EMSO - Jebel Ali Circuit

- Manage the Circuit operation and Motorsports activities for a period of minimum 3 (Three) years which can be extended to a long-term contract.
- Ensure the events in the circuit are within the FIA, FIM and EMSO regulation and in line with the compliance.
- Assist to grow Motorsport in the UAE starting with grass roots events in JA track.
- Market the circuit as a central hub for organizing affordable motorsports events.
- Bring in more potential competitors to the sport.

ACTIVITIES ON TRACK

Any tenderer should agree, after viewing the track, to support in promotions and sustaining all motorsports activities applicable to the circuit. The below are eligible series to take place on track.

1. National Karting
2. Mini GP
3. Cross Cars
4. Autocross
5. Drifting
6. Car shows or displays
7. Other motorsport related activities on track

Whilst care and attention has been exercised in the preparation of this document, it remains subject to contract and all warranties whether express or implied by statute, law or otherwise are hereby disclaimed and excluded.

These limitations are not intended to restrict continuing business discussions between EMSO and winning tenderer any proposal received by EMSO is subject to contract with winning Tenderer.

1. Introduction & Overview

a. Organization Background

One of the oldest national organizations in the United Arab Emirates, the Emirates Motorsports Organization (previously Automobile & Touring Club of the UAE, ATCUAE) marked its golden jubilee in 2015. Since its inception in 1965, EMSO has played a leading role in the development of motorsport on both the national and international level. Today, it governs approximately 140 competitive events forming the UAE motorsport calendar, and covering disciplines such as circuit racing, rallying, drag racing and motocross.

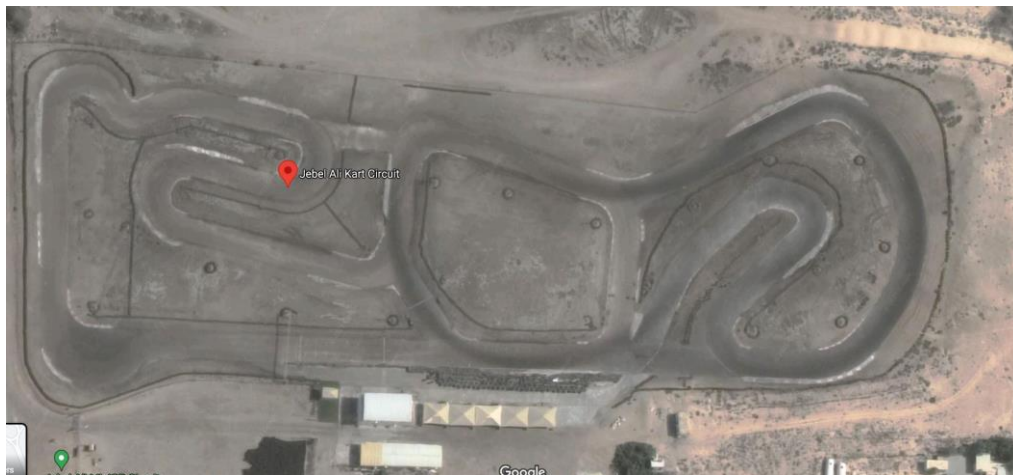
The EMSO is the country's sole representative of the FIA, automobile sport's world governing body, and its motorcycling and karting equivalents, the FIM, the International Federation of Motorcycle, and FIA Karting respectively. Its primary responsibilities are to promote the safe and sustainable growth of motorsport in the UAE, and to ensure all events are run fairly and to regulation.

The EMSO is also a member of FIVA, the international body for classic vehicles and a member of the UAE National Olympic Committee.

b. Background to the Project

EMSO is currently reviewing the provision of its Jebel Ali Circuit operation management and development, and aiming to revive the oldest Karting circuit in the UAE.

Location: <https://goo.gl/maps/sDd8AXJRzscEgrnT9>



To this end, there may be changes to the strategic and/or operational processes regarding how EMSO meets the circuit operation management and development requirements for the organization. This has led to the release of the ITT. Following this process, EMSO may award a new contract in due course regarding the circuit operation management and development services.

2. TENDERING TERMS

2.1 Definitions

The terms “Tenderer”, “Bidder” and “Vendor” as used in this invitation to tender document means the person(s) or firm(s) to whom the invitation letter is addressed.

The terms “Tender” as used in this invitation means the actual submission of the Tender, which shall include the Financial Proposal of the Tenderer, the complete invitation for tender and all other technical submittals.

2.2 Gregorian Calendar

All dates and periods of time referred to in any submittal shall be ascertained in accordance with the Gregorian calendar.

2.3 Ownership of Invitation to Tender

The invitation to tender is and shall remain the property of EMSO and is transmitted to the Tenderer solely for the purpose of preparing and submitting a Proposal in accordance therewith. Tenderers shall maintain confidentiality of the Invitation to Tender and shall not release to any third party for any purpose other than for obtaining quotations directly relating to their Tender.

As part of this tender process EMSO makes no obligations in any way to:

- (i) Pay any vendor for any ITT response; or
- (ii) Award the contract with the lowest or any bidder; or
- (iii) Accept any ITT information received from vendors; or
- (iv) Include vendors responding to this ITT, in any future invitation; or
- (v) Any other commitment to vendors whatsoever.

2.4 Examination of Invitation to Tender

The Tenderer shall be solely responsible for examining, with appropriate care, the Invitation to Tender, including any addenda issued during the tendering period. The Tenderer shall familiarize himself with respect to any and all detailed requirements and/or conditions, which may in any way affect the amount or nature of the Proposal, or the performance of the services.

2.5 Time Table & Communication

Unless later amended in writing by EMSO during the tendering process, the deadlines shall be tabled hereunder:

Activity	Deadline
Releasing ITT	As per the Invitation letter
Deadline for receiving the queries	1 week of ITT
Pre Tender Meeting (If required)	To be announced then if needed
Answering queries	2 days before Tender closure
Submit full Tender to EMSO	As per invitation letter

All queries should be submitted via email to the Tender officer Mr. Bryan Gener (Email: bryan@emso.ae) with Cc to liaison officer Mr. Cesar Abou Chacra (Email: cesar@emso.ae) and Finance department – Mr. Nandakumar (Email: nandu@emso.ae)

When you submit your queries, please mention the Project Name & the Project Code mentioned in the Invitation Letter.

2.6 Pre-Tender Meeting (If applicable)

EMSO reserves the right of evaluating the tenderers on theirs site, if so; Tenderer shall provide EMSO on-site evaluation team with all the information and aspects which may affect the evaluation results. Likewise the in case the tenderers need any meeting with EMSO tender officer prior to tendering, the tenderer shall request in writing within the deadline specified.

3. Respondent Instructions

This section provides detailed instructions to be followed in responding to this ITT. Included are Response Guidelines and EMSO Contact Information.

3.1 Response Guidelines

3.1.1 Tender Contents

The information provided below is not exhaustive and EMSO welcomes any proposals, but as a minimum your tender 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 email and telephone.

- (iii). An outline of your organization's history and its organizational corporate structure.
- (iv). Your organization's previous experience in motor sport or major sports event promotion and organization. The preference will be given to those with such experience.
- (v). The names, role, experience and qualifications of those individuals in your organization who will be involved in providing organization to the circuit.

3.2 Documents to be submitted with Tender Submission

3.2.1 Your tender submission should include below documents:

- (i) A copy of your Health & Safety at Work policy together with details of how it is made available to all your staff (where applicable);
- (ii) An environmental policy for circuit to include your environmental procedures as applicable to the subject of the tender. This must include your environmental proposals on and tyre and fuels/lubricants, etc disposal;
- (iii) A business plan for the circuit for the period of the tender;
- (iv) Original recent Al Etihad Credit Bureau report OR a copy of your most recent audited accounts for the last two years of trading or for the period that is available where trading is less than two years.

Safety Related Proposals

3.3.1 An outline of all your safety related proposals, including but not limited to steps taken regarding:

- (i) Safety plan and identification/management of risk;
- (ii) Safety of individuals for example competitors, spectators, officials, marshals and other volunteers;
- (iii) Details of those responsible for safety matters;
- (iv) Details of any safety plans/measures in respect of the proposed circuit; and
- (v) Any other safety related matters you believe to be relevant including details of your previous promotion of safety and identification and management of risk in circuit organization.

3.3 Marketing and Promotional Proposals

3.4.1 Marketing and promotional proposals for the circuit including:

- (i) How circuit will be promoted, pre the launch and during the period of the tender.

3.4 Partnership Proposals

3.5.1 Partnership with EMSO including but not limited to:

- (i) Partnership, promotion and support of the EMSO principles;
- (ii) Brand visibility of EMSO logo and identity;
- (iii) Support any training and education of officials, volunteers, parents and teams concerning motorsports.

3.5 Financial Proposals

3.5.1 The tender should include the detailed financial proposals and business models. The tenderers are allowed to visit the circuit with written pre approval from the tender officer to have detailed inspection on the site and propose the best financial and operational model for the term of the contract. Below are the proposed models;

- Model 1 - Lump sum / Fixed payment Model.
- Model 2- Revenue/Profit sharing Model.
- Combination of Model 1 & Model 2

3.5.2 The tender should also include the investment proposal from the tenderer with detailed long and short term investment plan. The tenderer is welcome to do long term investments in the circuit, provided that any investment including but not limited to any fixed assets like buildings, tracks, storages, any other facilities, remains the property of EMSO after the contract period.

3.5.3 The winning tenderer should consider and agree in the contract that, EMSO will have the right to use the circuit during the contract period from time to time in collaboration and without affecting tenderer operations.

3.5.4 The tender submission should set out tenderers' proposed fee for the Rights to the circuit by submitting proposed rate card that will be used during the term of the contract. The rate card should be pre-approved by EMSO

3.5.5 The proposals and terms of the tender should be valid for 120 days from the date of submission

3.5.6 The tender submission should set out the time line of the Circuit be operational from the date of awarding the tender.

HOW TO SUBMIT YOUR TENDER

You will be required to submit a written proposal as part of the response in the form set out. You should submit three (2) hard copy sets of written responses. Responses should be on A4 paper, with sequential page numbering. Your Bid Manager should sign all responses. The sections should use the same paragraph numbering system as this ITT and should specifically address all sections onwards.

4.1. Tenders must be received as an original, duly signed and dated, by an authorized signatory of the Tenderer (including name and title of signatory in block capital letters) and with three copies in a closed and sealed envelope/package addressed to EMSO.

4.2. Tenders must be clearly marked on the outside of the sealed envelope/package with the name and address of the tenderer.

Please deliver the three written responses and electronic copy to:

Bryan Gener

Motorsports Manager, Emirates Motorsports Organization

P.O.Box: 5078, Dubai, United Arab Emirates, Tel: +971 4 2961122, Email: bryan@emso.ae

4.3. EMSO reserves the right to disregard any response submitted after the timetable deadline.

4.4. You are expected to supply all required information, or clearly state the reason for being unable to do so. Any assumptions used in preparing responses should be clearly stated. Any appropriate supporting documents e.g.; maps, brochures, organization charts, etc. should be included.

4.5. Questions relating to clarification of the ITT will only be accepted in writing to the EMSO representative. Likewise, all responses from EMSO will be written and may also be made available to other Tenders (subject to confidentiality). In the event that any answer materially affects the ITT specifications, an amendment to the original requirement will be escalated to all Tenders. EMSO will attempt to answer any question within 3 working days of receipt of that request; otherwise it will respond within that timescale notifying you of the estimated time to obtain the information.

4.6. EMSO reserves the right to modify the provisions of this ITT at any time prior to the scheduled date for written responses. Additional scope and requirements can be added. Notification of such changes will be provided to all Tenderers.

4.7. Should you wish to propose a deviation from the specification please ensure that you clearly identify and highlight where appropriate in your response.

4.8 By submitting a response, you are committing to an understanding that you understand the requirement and have sufficiently addressed all aspects of the tender and information contained within the data room and that you have checked all stated details, such as prices, to be correct and as intended.

4.9 All information supplied by EMSO in this tender to date, and any further information supplied during the tender process is subject to the confidentiality agreement you have signed.

4.10 A receipt will be issued to the Tenderer at its request and shall serve as an acknowledgement of receipt of the tender.

5. Tender Assessments

5.1 Evaluation Criteria and Process

A set of detailed evaluation criteria has been prepared by EMSO for the evaluation of every Submission. Within each stage an initial evaluation will consider whether or not every instruction and requirement contained within the ITT has been fulfilled.

5.1.1 EMSO will appoint a Selection Panel comprising the Regulatory Counsel, other senior EMSO executives, and any other person whom the Regulatory Counsel considers will be beneficial to the process, and the Selection Panel will have responsibility for the tender process on behalf of EMSO.

5.1.2 The Selection Panel may ask any Tenderer to make a short presentation of its proposal, or any element thereof, to the Selection Panel and to answer questions concerning the proposal and presentation.

5.1.3 In the event EMSO 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.

5.1.4 EMSO has no obligation to select any tender, nor enter into any agreement with anyone who submits a tender. Further, EMSO is neither obliged to give reasons nor to enter into any discussions regarding the acceptance or rejection of any particular tender.

The evaluation criteria will be based upon some or all of the following aspects of the Bidders' proposals in (not in order of significance) :

a. Commercial

- Suitable business model with long or short term Investment plans for the subject circuit
- Price clarity
- Management information provisions

b. Operational Capability

- Background and experience in circuit Motorsports venue operations
- Development plans for Motorsport in the UAE starting with grass roots level
- Time schedule required to start the circuit operations
- Ability to adapt to changing business requirements

c. Long term roadmap proposals

- Innovation and added value
- Strategic fit

d. Financial

- Financial strength demonstrated across the Bidder's group structure. Please include Al Ethihad Credit Bureau report OR your company's revenue and net results for the last two years with your response.
- An established financial track record demonstrated for the legal entity that would be contracting with (please include your company's registration number and registered address in your response).

e. Level of Compliance with ITT

- Understanding of all parts of the ITT
- Proposals / bids provided are in accordance with the Instructions
- Adherence to the timescales to send back responses

You are reminded that throughout the process EMSO will continually assess all contact with the bidder's organizations including compliance to the process, presentations and on-site representatives. EMSO reserves the right at its sole discretion to disqualify without further consideration any submission that does not satisfy this basic requirement

5.1.5 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, EMSO may decide to seek any clarification of any tender submitted and may take any clarifications received into account in making any decision.

5.1.6 Subject to the above EMSO shall select the tender which, in EMSO's sole opinion, best serves the interests of the circuit and the interests of motor sport in general.

5.1.7 The selected Tenderer shall be informed of its selection as soon as possible, and invited to execute the Agreement ("the Agreement").

5.1.8 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. The selected Tenderer shall keep all discussions relating directly or indirectly strictly confidential and shall enter into a Confidentiality Agreement with EMSO if so requested.

6. POST SELECTION PROCEDURE

6.1. Prior to the execution of an Agreement, the selected Tenderer shall be bound to the terms of the tender it submits, which tender shall incorporate any representations made by the Tenderer to EMSO in whatever form prior to the date on which EMSO makes its decision as to selection. In the event of any material deviation by the selected Tenderer from the terms of its tender, EMSO shall have the right, at its sole discretion, to take any one or more steps set out in paragraph 6.3 below.

6.2 The selection by EMSO of a tender shall initiate a 14-day period of exclusive negotiation between EMSO and the Tenderer with a view to negotiating any amendments to the Agreement included in this ITT. For the avoidance of doubt, however, the selection by EMSO of any tender does not impose any obligation on EMSO, save the obligation to initiate a period of exclusive negotiation with that Tenderer for such period as EMSO in its sole discretion considers reasonable. Selection does not oblige EMSO to enter into an Agreement or any agreement whatsoever with the selected Tenderer. If this period expires without the selected Tenderer either confirming its full acceptance of the draft Agreement or making any such comments on the draft Agreement, EMSO shall have the right, at its sole discretion, to take any one or more of the steps set out below in paragraph 6.3.

6.3 On the occurrence of any of the events set out above, EMSO 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 circuit;
- (iv) hold a new tendering procedure;
- (v) conduct a negotiation of the draft Agreement with a Tenderer other than the successful Tenderer with a view to concluding with such other Tenderer a contract for the circuit.

7. MISCELLANEOUS

7.1 In submitting a tender the Tenderer agrees that it waives all rights in the event that EMSO to:

- (i) take any one or more of the actions identified in paragraph 6.3 and/or
- (ii) utilizes any idea and/or concept contained within the tender.

7.2 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 EMSO in relation to negotiations with EMSO;

7.3 EMSO has taken steps to ensure that this ITT is accurate in all material respects. However, neither EMSO, 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, EMSO 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.

7.4 EMSO 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 EMSO in such form as EMSO in its sole discretion considers appropriate.

7.5 Nothing in this ITT or any communication made by EMSO or its representatives or employees shall constitute a contract between EMSO and any Tenderer.

7.6 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 EMSO to wholly disregard that tender.

8. Opening the Proposals

Proposals will be opened at EMSO facility in the presence of Selection Panel appointed by EMSO

9. Intellectual Property

All tender documents that include but not limited to reports, drawings, and data prepared by the tenderer or submitted by the tenderer to the Client, property of the Client whether the Project for which they are produced is executed or not.

10. The Award of Tender

The successful tenderer will be notified of acceptance of his Proposal by the issue of a Letter of Award / Acceptance.

11. Trade License Certificate

The tenderer shall submit a copy of their current Registered Trade License Certificate or Certificate of Incorporation.

12. Insurances

The winner Tenderer shall provide insurance policies as detailed below: -

1. Comprehensive Event liability Insurance
2. General Civil Liability Insurance / Public Liability Insurance
3. Contractors all Risk / Property All Risk

Insurance required may also include but not limited to the Professional Indemnity Insurance, and other required third party insurance certificates as the case may be required by the EMSO rules and regulations

13. Performance Bond

The winner should provide performance bond, which will be agreed during the tendering period separately with each tenderer, as per detailed Specimen Form of Performance Bond

14. Contract

The winning tenderer will be invited to execute a contract with EMSO. The type and terms of the contract shall be discussed by the parties based on the approved business model from the tender. The signed contract will govern EMSO contractual relation with the winning tenderer.

15. Initialing & Stamping

All tenderers must initial and stamp all the ITT pages, its Appendices including the contract draft in addition to the Undertaking Letter Provided with tender documents. No Alteration or amendments would be accepted. Failing to do so may result in disregarding the relevant proposal.

16. Taxes

Tenderer shall pay all the taxes, levies, permits, duties, and assessments of every nature due in connection with the scope of work, under the Contract and hereby indemnify and hold harmless EMSO from any liability on account of any and all such taxes, levies permits, duties, assessments and deductions.