

FÉDÉRATION INTERNATIONALE DE MOTOCYCLISME

The Fédération Internationale de Motocyclisme (FIM)

Single supplier of FIM Homologated quick-fill fuel system for the

FIM Endurance World Championship and World Cup from 2022

(year of transition) to 2031

CALL FOR EXPRESSIONS OF INTEREST (TENDERS)

The FIM, founded in 1904, is the worldwide governing body for motorcycle sport and the global advocate for motorcycling with the authority to award world championship titles and to adopt the rules (including but not limited to the sporting, technical, medical and anti-doping and disciplinary and arbitration rules) it deems necessary for the organisation of motorcycling sports events;

The FIM is an independent association formed by more than 100 National Federations throughout the world and is recognised as the sole competent authority in motorcycle sport by the International Olympic Committee (IOC);

The FIM is the sole authority empowered to control international motorcycling events organised under its aegis throughout the world including some 50 World Championships;

The FIM has extensive experience in sanctioning and regulating motorcycle sports events and owns, organises and/or promotes, through the promoter Eurosport Events, the FIM Endurance World Championship and World Cup;

The FIM has sole responsibility for adopting and enforcing rules and regulations in relation to the FIM Endurance World Championship and World Cup including sporting, technical and safety regulations.

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Following a meeting held during the 2021 Le Mans 24 Hours motorcycling race week, the FIM, the representatives of the manufacturers involved in the FIM Endurance World Championship & World Cup and the promoter Eurosport Events have unanimously taken the decision to launch a Tender for an FIM Homologated quick-fill fuel system with a clear focus on reinforcing safety during refuelling activities in the pitlane.

For reasons of sporting and technical fairness, worldwide standardisation and overall cost reduction, all stakeholders have unanimously decided to introduce a single supplier to supply an FIM Homologated quick-fill fuel system to all teams engaged in the FIM Endurance World Championship & World Cup as from 2022 (transition year).

CALL FOR EXPRESSIONS OF INTEREST (TENDERS)

The FIM is now calling for expressions of interest (tenders) to identify candidates interested in becoming single supplier of an FIM Homologated quick-fill fuel system for the FIM Endurance World Championship and World Cup with a view to concluding a multi-year contract (2022-2031 seasons).

The process will consist of two stages:

Stage 1:

Interested candidates are invited to register a formal expression of interest with the FIM Administration **by 15 October 2021** as set out below.

Interested parties should send their formal expression of interest to the FIM Administration (<u>dominique.hebrard@fim.ch</u> & <u>ludovic.agassiz@fim.ch</u>) together with their full contact details and a letter introducing their candidacy.

The letter of candidacy shall ideally include information on:

- The candidate entity's name, location, ownership and corporate structure;
- The candidate entity's credentials for performing the assignments for which the single supplier will be responsible, including relevant case studies and a list of the sports or other bodies which the candidate entity has supplied with similar devices.
- The candidate company's experience and human resources:
 - The candidate entity's experience in the discipline of Endurance and/or in any other racing disciplines/series.
 - The candidate entity's experience in the development, manufacture, production and supply of quick-fill fuel systems.
 - Details of the candidate entity's key personnel who will be working on the above assignments including their experience and where they will be located.
 - The candidate entity's manufacturing capacity (inhouse or subcontracted) and structures.



- The technical ability and resources of the candidate entity, together with any supporting documentation attesting that the candidate has gained official certification for its processes and/or products (e.g. ISO 9001, ISO TS 16949, ISO 14001, etc.).
 - The ability of the candidate entity to raise and maintain sufficient funding to develop, manufacture and supply a quick-fill fuel system meeting the FIM's requirements.
 - The ability of the candidate entity to assist the stakeholders (e.g. motorcycling teams) engaged in the FIM Endurance World Championship and World Cup in the implementation of the FIM homologated quick-fill fuel system
- A proposal for a five-year business plan including evaluation of the investment required from the various stakeholder groups (e.g. Manufacturers / Teams /Riders) and the opportunities for return on their respective investments.
- The minimum financial fee (in euros) that can be provided by the candidate in return for the status of single supplier and which must be paid to the FIM at the signing of the contract.
- Any other details considered as relevant for the assessment of the candidate's proposal.

Technical information and criteria (FIM standards)

Eligible quick-fill fuel system

The FIM has set up a FIM Racing Homologation Programme (FRHP) level 2 that applies to the homologation of quick-fill fuel systems and is a mandatory prerequisite for eligibility to become the single supplier of the FIM Homologated quick-fill fuel system for the FIM Endurance World Championship and World Cup as from 2023. During the transition year 2022, the FIM homologated quick-fill fuel system will not be compulsory but must be available on sale for all 2022 competitors.

The future homologated quick-fill fuel system must meet the following requirements:

GENERAL:

- The system must include all necessary parts for a complete functioning (valve(s) male and female (motorcycle fuel tank side and fuel charger side), tank/bottle, hose(s), lever(s) if any, air-vents (with non-return and closing valve(s)), clamps and screws, etc.
- The system must also include one unique model (universal) of receiving plate (to be welded during the preparation of the motorcycle fuel tank(s) (whatever the brand of motorcycle concerned)) to affix the female valve(s) (target: Plug & Play system).
- Special case of Le Mans Circuit fuel installation (under discussion with the ACO): If necessary (the final decision will come at a later stage), the manufacturer must be able to provide a special "kit" for Le Mans (including refuelling lines, levers, etc.).



TECHNICAL:

Two independent phases:

- Phase 1: Leakproof coupling secured with a mechanical locking system (no fuel transfer during this first phase).
- Phase 2: Fuel transfer (cannot be performed if Phase 1 is not 100% completed. No fuel can be released until the male valve(s) has fully connected in a safe/leakproof way with the female valve(s) and mechanically locked).
- The system must be designed to achieve a clean-break, non-spill design to prevent any fuel spillage on connection and disconnection of the valves.
- This leakproof fitting must comply with the dean man principle and must not therefore incorporate any retaining device when in an open position (spring-loaded, bayonet, etc.).
- The maximum internal diameter for the fuel transfer cannot exceed 2 inches (50.8mm).
- If the opening of the female valve(s) is not secured by a self-locking system, a lockable plastic cap which covering the top surface of the valve(s) is required.
- The fuel tank (in Plastic* or Aluminium) cannot exceed a maximum capacity of 25L (to be defined/adjusted with the manufacturer according to its experience).
- The air-vents must be equipped with a non-return and closing valves having the same closing system as that of the standard filler and having the same diameter (to be defined/adjusted with the manufacturer according to its experience).
- During refuelling the outlets of the air-vents must be connected with the appropriate coupling either to the main supply tank or to a transparent portable container with a minimum capacity of 20 litres provided with a closing system rendering it completely leakproof.
- The sealing solution (i.e. O-ring, X-ring...) must be designed to prevent excessive wear and must also be resistant to conventional and race fuels (such as FKM or FFKM).
- The quality of the raw material used for the different components of the system (*Plastic, Aluminium, O-ring, surface treatment, fuel hoses, etc.) must be resistant to conventional and race fuels and must be detailed by the manufacturer.

IDENTIFICATION:

- Each system must be identified by a permanent serial number on the male and female valve(s) (directly issued by engraving or by laser method) at the production by the manufacturer.

MAINTENANCE PLAN:

- A maintenance plan to ensure the proper servicing of the quick-fill fuel system parts/components must be issued by the manufacturer (for integration to FIM EWC technical regulations). For the whole duration of the contract, the manufacturer must be able to ensure the total maintenance of its material.
- The identification method by engraved serial number here above must help to control that the maintenance plan of the system is respected (follow up through a Manufacturer/FIM online Excel Database (compulsory) for example).



TECHNICAL RACING ASSISTANCE:

On-site technical racing assistance on circuits is required from the manufacturer as follows:

- 2022 (transition year for implementation of the system to the teams)
- 2023 (first year of official compulsory use of the system)
- All new circuits of the Endurance World Championship/Cup for the whole duration of the proposed contract.

For the rest of the duration of the contract, this technical racing assistance can be managed either on-site (as for the two first years of the contract) or remotely by the manufacturer from its HQ/Factory/Company.

RENTAL OBLIGATION:

- As the Endurance World Championship/Cup paddock is composed half of permanent teams and half of "one-event" teams, the supplier will have to dispose of sufficient capacity to meet all the teams' requirements for purchase and rental, depending on their profiles.
- Therefore, the FIM requires that the selected manufacturer be able to rent a minimum of one complete quick-fill fuel system (one fuel charger system + material to equip a minimum of 2 motorcycles' fuel tanks) to each team wishing to rent the equipment to compete in one event of the Championship. This requirement will apply for the entire duration of the single supplier contract.

PRICE LIMITS:

The contract will include price limits (according to the part lists and the maintenance plan which will be defined between the manufacturer and the FIM) in order to ensure reasonable costs for teams applicable on the whole duration of the contract.

To obtain such homologation, the quick-fill fuel system manufactured by the candidate entity has to go through a procedure of evaluation, inspections and real physical/dynamic tests to demonstrate that the quick-fill fuel system meets the high performance and quality standards set by the FIM and the industry. In this respect the FIM will require the candidate to send samples of its quick-fill fuel system to the FIM free of charge.

Only complete applications will be taken into consideration and it is the responsibility of each candidate to ensure that all relevant information and documentation is provided. The FIM may request any further information it deems necessary. The candidate shall respond to any such request in due course and within the specified deadline if any.



The FIM will contact the candidates that have sent a formal expression of interest and a discussion phase will start with the candidates which the FIM considers as potentially being capable of becoming the single supplier of the FIM Homologated quick-fill fuel system for the FIM Endurance World Championship and World Cup in compliance notably with the technical criteria described above.

According to the results of the various exchanges and discussions with the candidates, the FIM may at its sole discretion select the candidate which, in the FIM's sole opinion, complies with the FIM homologation standards for the quick-fill fuel system, best serves the interests of the FIM Endurance World Championship and World Cup as well as the interests of motorcycle sport in general.

By the end of December 2021, the FIM will publish the parts list of the FIM Homologated quick-fill fuel system (if any). As indicated, 2022 will be a year of transition (no mandatory use, but the system must be available for sale to all the teams wishing to equip themselves) which will allow the teams to source the necessary financing for the purchase of the equipment and to gradually prepare for the mandatory use of the FIM Homologated quick-fill fuel system as from 2023.

The FIM will not be required to give reasons for the acceptance or refusal of any particular proposal.

The selected candidate will be required to sign a memorandum of understanding (MOU) and/or a multi-year Single Supplier Agreement with the FIM.

For the avoidance of doubt, the selection by the FIM of a candidate does not impose any obligations on the FIM or entitle the selected candidate to any contract.

This Call for expressions of interest (tenders) is no more than an invitation to tender and constitutes neither a contract nor an offer. Nor shall it be construed as inviting acceptance by any candidate/bidder. This Call for expressions of interest (tenders) does not contain any representation or warranty upon which any candidate/bidder is entitled to rely at any point in time.

The FIM shall not be liable (in contract, tort, or otherwise) for any cost, loss or expense howsoever incurred by candidates/bidders or any other company, agent, subsidiary or organisation which may have contributed to any of the expression of interest/bids submitted in response to this Call for expressions of interest (tenders).

Miscellaneous

The FIM reserves the right, at its sole discretion, to interrupt, cancel or make changes to this selection process at any time.



Nothing in this selection process or any communication made by the FIM or its representatives or employees shall constitute a contract between the FIM and any prospective candidate. The FIM shall be under no obligation to accept any expression of interest (tender) submitted.

Furthermore, if, at the sole discretion of the FIM, the FIM considers that no candidate meets the FIM's criteria and relevant factors for the appointment as single supplier of FIM Homologated quick-fill fuel system for the FIM Endurance World Championship and World Cup, the FIM may, inter alia, decide not to appoint any of the candidates.

MINIMUM TERMS

The 'core terms' of the MoU and/or subsequent Single Supplier Agreement to be concluded between the FIM and the selected party (if any) include but are not limited to the following points:

Term

- The candidate will be appointed for two periods of 5 years on an exclusive basis (2022-2026 seasons and 2027-2031 seasons). The second period will be subject to conditions (e.g. attainment of KPIs) to be defined during the contracting process.

Grant of rights

- The candidate will be granted the exclusive right to supply, for purchase or rental, the FIM Homologated quick-fill fuel system to all teams engaged in the FIM Endurance World Championship and World Cup.
- The candidate will be granted the title of "Single Supplier of the FIM Homologated quick-fill fuel system for the FIM Endurance World Championship and World Cup".

Regulatory aspects

- The candidate shall comply with the FIM Codes and Regulations including but not limited to the Sporting Code, the Environmental Code, the Code of Ethics and the Sporting and Technical Regulations of the FIM Endurance World Championship and World Cup.
- The FIM will have and retain sole control over all regulatory aspects, rules and regulations of the FIM Endurance World Championship and World Cup.



Indemnity and liability

- The candidate acknowledges that it is and remains the sole entity that can be held liable, in contract tort or under statute, in case of any loss or damage suffered by users and third parties, imputed, directly or indirectly, to the FIM homologated quick-fill fuel system.
- As the FIM is not involved in any way whatsoever with the manufacturing of the quick-fill fuel system, the FIM shall not in any case be liable for any direct or indirect or consequential loss or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise and including but not limited to any damage to property or death or injury) caused to the candidate entity, its staff or third parties arising from any possible defect(s) related to the quick-fill fuel system. In this regard, the candidate hereby agrees to indemnify, release and hold harmless the FIM, its employees, agents, officials, representatives and volunteers from and against any and all possible product liability claims with regard to the quick-fill fuel system.

Logistics

- The candidate will also organise and help the teams with the logistical support (racing assistance and rental capacity (see Rental Obligation above)) during the FIM Endurance World Championship and World Cup.

General

- The Single Supplier Agreement shall be drafted in English and subject to the Swiss law and subject to an arbitral clause.