

Invitation To Tender

*ISSF Official Partner
Of Clay Target Machinery*

1. Introduction

The International Shooting Federation (ISSF) is the governing body of the shooting sport in the Olympic Movement at world level and encompassing its member organizations, administering the shooting sport at national level.

The purpose of this Invitation to Tender (“ITT”) is to appoint the “ISSF Official Partner of Clay Target Machinery” with the required technical capabilities in accordance with the ISSF Rules and Regulations.

The ISSF intends to identify the most attractive offer and in particular the following objectives:

- reduce the costs of equipment and infrastructure of shooting ranges;
- simplify installation and commissioning, particularly for competitions;
- offer a scalable or even mobile solution adapted to any shooting range;
- facilitate access to the ISSF Shotgun events for the greatest number of athletes.

All parties following this ITT by submitting an offer are referred to as “Bidder”. Once a Bidder is selected, a formal written agreement (“Service & Sponsor Agreement”) is supposed to be concluded between the selected Bidder and the ISSF for a period from 1st February 2021 to 31st December 2024.

ISSF intends to make its decision on selection of a Bidder by no later than 31st January 2021.

2. Rights subject to this ITT/Obligations of the ISSF

A Bidder participating in this ITT shall be bidding for the following rights:

- To be appointed as the “ISSF Official Partner of Clay Target Machinery” for a period from 1st February 2021 to 31st December 2024.
- To use the name and logo of ISSF in connection with the status of the “ISSF Official Partner of Clay Target Machinery” in advertising its products in promotional goals as well as during ISSF Championships and on the ISSF Website. The rights are to be defined in detail in the Service & Sponsor Agreement to be concluded between the ISSF and the successful Bidder.
- To provide a representative of the company to present one of the Golden Target awards during a ceremony dedicated to the best athletes of the year.

3. ISSF Championships

The ISSF will try to promote the selected Bidder to act as supplier of clay target machinery for all ISSF Championships defined in the ISSF General Regulations (hereinafter referred to as “the Championships”) within the period from 1st February 2021 to 31st December 2024. The Bidder acknowledges that the final decision on the equipment of the shooting ranges at Championships lies with the organizer/the organizing committee of the respective Championship.

4. Submission of Offers

4.1 Expected elements of the Offer

The Bidder shall submit and present the Offer (English language) to the ISSF Headquarters (Widenmayerstrasse 16, 80538, Munich, Germany) in order to bid for becoming the “ISSF Official Partner of Clay Target Machinery”.

The Bidder shall only offer a solution based on Clay Target Machines

- which are compliant with the requirements according to the ISSF General Technical Rules and Shotgun Regulations;
- having the ability to use clay targets of any manufacturer that meet the requirements of the ISSF and environmental safety standards and
- with a software product that allows interaction with the ISSF result production system.

The Offer shall include the following information and documentation:

- This ITT document signed by authorised representative(s);
- A description of the technical characteristics of the clay target machines offered by the Bidder;
- A sample of the Bidders clay target machines to be send to the ISSF no later than 31st January 2021, without ISSF obligation to return such sample;
- Details about any monetary sponsorship offered by the Bidder to the ISSF;
- Any pertinent information about the Bidder’s company including:
 - Full legal name and type of business organization of the Bidder;
 - Number of produced clay target machines (until today);
 - Number of produced clay target machines for ISSF events (until today);
 - Number of shooting ranges equipped with clay target machines by the bidder including a list identifying such ranges (if any);
 - Approximate time needed to provide maintenance service and spare parts during a competition.
- Any other details about the product considered as relevant for the assessment of the proposal, in particular details about pricing, cost saving, installation and development opportunities through the offered product.

The ISSF may contact Bidders for further information or clarification purposes.

4.2 Timetable

ITT issue date: **07.10.2020**
Deadline for submission of proposal to the ISSF: **20.11.2020**
(Proposals submitted after the Deadline may be disqualified)

4.3 Inquiries

All inquiries related to this ITT and the proposal itself shall be directed in writing to the ISSF Secretary General Alexander Ratner, munich@issf-sports.org).

It is the responsibility of the Bidder to clarify with the ISSF contact on any matter the Bidder considers to be unclear. Answers to all inquiries submitted may be posted to all Bidders in

compliance with confidentiality rules (§6.5). ISSF will not be responsible for any misunderstanding regarding this ITT or its process.

4.4 Bidder's commitment to the proposal

All proposals shall be binding for the respective Bidder until the ISSF Executive Committee has approved the winner of the ITT.

5. Evaluation and Selection

5.1 Evaluation Commission

The evaluation of the proposals will be undertaken by the Evaluation Commission. The Evaluation Commission will give a written recommendation for a possible selection of Bidders for the approval to the ISSF Executive Committee.

5.2 Evaluation Criteria

The Evaluation Commission will compare and evaluate all proposals to recommend to the ISSF Executive Committee the proposal which is most advantageous to the ISSF. All proposals satisfying the requirements of this ITT will be evaluated to establish which of the Bidders best fulfils the needs of ISSF and this partnership.

The Evaluation Commission will evaluate the proposals in the following stages:

5.2.1 Stage I

In stage I, proposals will be reviewed to determine the compliance with the requirements described in Section 4.1. Proposals which do not comply with these requirements may be disqualified in this stage. The Evaluation Commission then determines the finalists of the Evaluation.

5.2.2 Stage II

In stage II, the Evaluation Commission may invite the finalists of the Evaluation to a meeting where the finalists can improve their proposal.

5.3 Additional Information and adjustments of the proposal

The ISSF or the Evaluation Commission may, at their discretion, request clarifications or additional information from a Bidder or improvement of the proposal. Such requests may be made to all or only some of the Bidders. The Evaluation Commission or ISSF may consider such clarifications or additional information in evaluating a proposal.

5.4 Approval of the ISSF Executive Committee

The Bidder selected by the Evaluation Commission must be approved by the ISSF Executive Committee.

6. General Conditions

6.1 No ISSF Obligation

This ITT does not commit the ISSF in any way to select a Bidder, or to proceed to negotiations for an agreement, or to award any agreement. The ISSF reserves the right at any time, to amend the process and any deadlines, to reject all proposals, and to terminate this ITT process.

6.2 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting proposals, and for any meetings, negotiations or discussions with the ISSF or its representatives, relating to or arising from this ITT.

6.3 No Agreement

By submitting a proposal and participating in the process as outlined in this ITT, the Bidder does agree to the terms of this ITT.

6.4 Conflict of Interest

A Bidder shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the ISSF.

6.5 Property and Confidentiality

6.5.1 All proposals, supporting documentation and generally Bidder's submissions prior to its appointment become the property of the ISSF and will not be returned to the Bidder. All submissions will be held in confidence by the ISSF unless otherwise required by law or stipulated in this ITT.

6.5.2 The Bidder shall keep confidential the terms of this ITT and, in particular, shall not discuss the terms with other Bidders.

6.6 Governing law and arbitration clause

6.6.1 These terms are to be governed by and interpreted in accordance with the substantive laws of Germany, without regard to its conflict of law rules.

6.6.2 Any dispute arising from or related to the ITT and the tender process which in spite of mutual efforts, the Bidder and the ISSF are unable to conciliate, will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively by a panel of three arbitrators in accordance with the Code of Sports-related Arbitration. The language of the arbitration will be English.

IN WITNESS WHEREOF, by signing this below, the Bidder acknowledges that it has reviewed this ITT in full and agrees to be bound by its terms and conditions.

Date/Place: _____

For the Bidder
Name: _____

Capacity: _____

Signature: _____