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**INVITATION TO TENDER**  
**SUPPLY OF FUEL FOR THE BELGIAN RALLY CHAMPIONSHIP 2025, 2026 et 2027**

**PREAMBLE**

RACB SPORT, the national sporting federation overseeing the BELGIAN RALLY CHAMPIONSHIP, wishes to :

- To encourage the greatest possible equality between drivers in terms of equipment, allowing the sporting skills of drivers to be highlighted.
- To encourage sustainability, safe conditions during refueling and to minimize the risk of pollution to the environment.
- That all the drivers use FUEL of the same quality, of the same technical specificity and of the same brand in order to reinforce the sporting character of the competition.
- To work with a single supplier.
- To limit the costs for all participants.



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## ARTICLE 1: DEFINITIONS

In the contract defined below, the following terms shall be understood as follows:

### 1.1 BELGIAN RALLY CHAMPIONSHIP

All the events of the BELGIAN RALLY CHAMPIONSHIP 2025, 2026 and 2027 will be referred to as the "BRC" in this invitation to tender and in the subsequent CONTRACT.

By way of example, the calendar for the BRC 2024 is provided in Appendix II.

The BELGIAN RALLY CHAMPIONSHIP 2025 is governed:

- By the International Sporting Code and its appendices,
- By the General Prescriptions applicable to all FIA Championships,
- The Belgian National Sporting Code,
- The sporting regulations of the BELGIAN RALLY CHAMPIONSHIP
- The specific regulations for each event,

All of these texts constitute the regulatory and technical framework of the BRC 2025, the conditions of which are binding on the parties within the framework of this contract.

**1.2 RACB SPORT** is the author of this invitation to tender and the national sports federation overseeing the BRC 2025, 2026 and 2027. RACB SPORT is a department of the ASBL ROYAL AUTOMOBILE CLUB OF BELGIUM, Boulevard de la Woluwe 46/4, 1200 Brussels.

**1.3 The PROMOTEUR** of the BRC, BRC PROMOTION, whose registered office is at Lusbekestraat 7, 9860 Moortsele, BCE n°0760.910.461, being a joint venture between Courteyn FUELions BVBA and Penasse Consulting BVBA.

**1.4 "PARTICIPANTS"** refers to all entrants to BRC events who can't take fuel at a commercial fuel station as defined in the BRC technical or sporting regulations, and which are the subject of this invitation to tender. If a BRC event is part of an FIA Championship/Cup/Trophies or series, this event will not be included in the call for tenders.

**1.5 "SUPPLIER"** means the supplier(s) of FUEL who tenders and then contracts for the supply of FUEL to the RACB SPORT, to the exclusion of any sub-contractor or any related company which is not a direct subsidiary.

Any company established in the European Union may respond to this invitation to tender.

No regulatory or other advantage will be granted to the SUPPLIER by RACB SPORT, i.e. RACB SPORT, in the performance of its duties as sports regulator, will not grant any preferential treatment or special concessions to the SUPPLIER.

Any company wishing to bid to become a SUPPLIER must do so for :

Supplying fuel to the events for the PARTICIPANTS. The SUPPLIER is requested to provide an offer for the supply of Racing Fuel and 98 with optional an offer for E85 and/or for sustainable Fuel.

And

The supply of material, necessary permissions and personal to refuel the PARTICIPANTS during the events.

The FUEL used must be complying with FIA Appendix J and be compatible with the technical choices made by each manufacturer of a car homologated for the BRC.



## 1.6 FUEL QUANTITY

RACB SPORT is not in a position to indicate the amount of FUEL to be supplied for either of the competition seasons covered by this invitation to tender, and the SUPPLIER will therefore have to provide for the number himself.

FUEL must be available to PARTICIPANTS by 1 February 2025 at the latest for the 2025 season.

The specification of FUEL must stay the same during a single season. Any change in specification of FUEL in between season must be made in agreement with RACB Sport.

## 1.7 CONDITIONS OF SUPPLY

This term refers to the conditions under which the SUPPLIER will supply the FUEL to the PARTICIPANTS. It is the responsibility of each company wishing to bid to describe in a precise appendix the CONDITIONS OF SUPPLY, any means made available by the SUPPLIER for checking the fuel (fuel sampling, fuel analysis, etc.) and the characteristics of the fuel it proposes, including their prices.

The SUPPLY CONDITIONS will stipulate in particular that:

- FUEL must be deliverable for each BRC event.
- The SUPPLIER will be able to supply all the FUEL required by all the PARTICIPANTS at each event.
- The SUPPLIER will provide a price list of the FUEL used.
- All PARTICIPANTS will have equal access to these services according to the broadest possible timetable (without interruptions of any kind) set by RACB SPORT for the BRC.
- The SUPPLY CONDITIONS must respect absolute equality between all PARTICIPANTS and specify the unit supply price for each type of FUEL.
- A single price per fuel type including all applicable taxes must be proposed. This price will be the one proposed to PARTICIPANTS throughout the 2025, 2026 and 2027 seasons and may not under any circumstances be increased during the season, and in particular by any tax, delivery charge, recycling charge or exceptional charge. The price might be reviewed at the start of each season in agreement with RACB Sport.

**1.8 The "CONTRACT"** refers to the FUEL SUPPLY CONTRACT to be signed between the selected SUPPLIER and RACB SPORT at the end of the tender procedure.

In order to guarantee that the FUEL will be available on the date specified in this invitation to tender (see Article 1.5), the selected SUPPLIER will have two weeks from the date of notification of the draft CONTRACT in which to make any comments it may have and to provide the documents required to finalise the CONTRACT. If this time limit is not respected, RACB SPORT may reconsider the award of the CONTRACT, without being liable to pay any compensation whatsoever.

In all cases, the selected SUPPLIER shall exercise all due diligence to ensure that the CONTRACT is finalised before the date of availability of the FUEL set in this invitation to tender.

## ARTICLE 2: RELATIONS BETWEEN THE SUPPLIER AND THE PARTICIPANTS

It is not the purpose of this invitation to tender to govern the private relationship between PARTICIPANTS and the SUPPLIER for the supply of FUEL for private trials.

Nevertheless, the SUPPLIER undertakes, until the end of the last event of the BRC 2027, to supply the FUEL to all PARTICIPANTS of the BRC strictly under the same conditions and at the same price.



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The solvency of the PARTICIPANTS will in no way be guaranteed by the CONTRACT that will result from the present tender procedure.

### **ARTICLE 3: DELIVERY OF FUEL**

- The SUPPLIER shall ensure the transportation and delivery of the FUEL to the site of each event at its own expense, and it shall provide all necessary personnel and equipment at each event to distribute such FUEL to the PARTICIPANTS in compliance with current Belgian safety standards and legal requirements to ensure a safe operation.
- The SUPPLIER shall ensure that each PARTICIPANT shall have access to all distribution centres (at the broadest possible timetable as agreed with RACB SPORT) in accordance with the Regulations.
- The SUPPLIER shall be present and ready to distribute the FUEL at each event and before the start of the event.
- The FUEL shall be distributed via a mobile refueling system as described in Appendix I.
- Concerning distribution to the car tank (which means the act of pouring the FUEL into the PARTICIPANTS' cars), the SUPPLIER has implemented, at the exit from each service park and/or at locations agreed on beforehand with RACB SPORT and the organiser of the event, a procedure for distributing the FUEL to the tanks of the competing vehicles. Additional refuelling points can be requested by RACB or the organiser of the rally no later than 30 days before the start of the event.
- The SUPPLIER shall, in any case, undertake to implement a refuelling point at the exit of the service park and additionally requested refuelling points along the route of the EVENT when so requested by RACB or the organiser. Organisers shall be responsible for cost for additional refuelling points and or moving of the refuelzone. THE SUPPLIER will provide a cost estimate no later than two weeks after the request.
- The SUPPLIER undertakes to distribute the FUEL to the tanks in conformity with the best professional practices and the safety regulations applicable in the country in which the event is taking place. THE SUPPLIER shall see to it to obtain all possibly necessary certifications for the mobile refuelling installation and all other materials. General principle is a close working relationship between THE SUPPLIER and organisers to provide these requirements.
- The SUPPLIER undertakes to distribute the FUEL to the car's tanks whether these car fuel tanks are equipped with a standard road filling device or equipped with a coupling type Staubli SPT-12 for special racing fuel tanks.
- The SUPPLIER shall ensure that representatives of the SUPPLIER are present on-site throughout the duration of each EVENT and, in addition, shall ensure that there shall be at least one appropriately qualified and senior representative of THE SUPPLIER available on-site throughout the duration of each EVENT.

### **ARTICLE 4: PUBLICITY**

4.1 ADVERTISING means any use of the CONTRACT by the SUPPLIER for the purposes of direct or indirect commercial advertising, highlighting the award of this contract to the SUPPLIER and the supply of FUEL by the SUPPLIER to the PARTICIPANTS in the BRC 2025, 2026 and 2027, as well as the use of any distinctive sign on the SUPPLIER's FUELS referring to the supply of FUEL for the BRC 2025, 2026 and 2027.

The advertising partnership is the subject of the second part of the CONTRACT, inseparable from the SUPPLY of FUEL.

RACB Sport undertakes to:

1. Endorse the SUPPLIER by means of press releases.
2. Offer the SUPPLIER a place on the official website of the RACB and the PROMOTEUR with a direct link to the SUPPLIER's website.
3. Offer the SUPPLIER 10 invitations to the RACB Awards.



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The SUPPLIER may also make proposals regarding marketing and participation in the promotion of the events or the championship.

If the proposal is deemed insufficient by RACB SPORT, it may be refused.

4.2 In any event, several conditions will govern the possible granting of this right to advertise:

a) The right to advertise is at all times subject to RACB SPORT's right to protect the value and integrity of the CHAMPIONSHIP and the sport. For this reason, RACB SPORT reserves the right to object to the content of any advertisement or promotion if RACB SPORT considers that its content or nature is detrimental to the interests of the BRC or the sport. In the event of such objection, the SUPPLIER will withdraw or modify the advertising or promotion in question.

The SUPPLIER will submit any proposed advertising to RACB SPORT in advance for written approval.

b) The right to advertise does not entitle the SUPPLIER to claim any association whatsoever with any other championship or with any crew (except by separate written agreement) or with other suppliers. The SUPPLIER may not associate the name or acronyms of the FIA or RACB SPORT with these advertisements (except by separate agreement with them).

c) The SUPPLIER expressly acknowledges that entering into an agreement with RACB SPORT entitling the SUPPLIER to advertise will not prevent RACB SPORT from applying all sporting rules scrupulously and fairly. Consequently, nothing in this invitation to tender or in the CONTRACT shall confer any advantage or any right to preferential treatment with regard to the regulatory control of the BRC by RACB Sport.

d) In order to avoid any conflict of interest, the SUPPLIER accepts that, should this invitation to tender, the CONTRACT or the FUEL fails in any way to meet the regulatory criteria established by RACB SPORT, the latter will apply any sanction or penalty it deems necessary, notwithstanding the terms of this invitation to tender. Nothing in the CONTRACT may be used as a defence in the event of a breach of any of the regulations applicable to an event or to the BRC, and no warranty or presumption may be inferred from this CONTRACT that the FUEL comply with any sporting regulation.

Nothing in the CONTRACT may be considered to hinder RACB SPORT in any way whatsoever in its regulatory or disciplinary decisions.

#### **ARTICLE 5: SUB-CONTRACTING**

The CONTRACT may not be transferred or sub-contracted, in whole or in part, under any circumstances whatsoever, without the prior written consent of RACB SPORT.

However, such consent shall not be required where the assignment or sub-contracting of the CONTRACT is made for the benefit of a direct subsidiary of the SUPPLIER, who shall nevertheless remain joint and several guarantors.

#### **ARTICLE 6: LANGUAGE AND APPLICABLE LAW**

4.1 Belgian law shall apply. It will govern this invitation to tender and the CONTRACT. Only the English text of this invitation to tender is authentic. The same shall apply to the CONTRACT.

4.2 The sole competent court to settle any dispute between RACB SPORT, the SUPPLIER and/or the PARTICIPANTS, irrespective of the parties involved, will be the Court of the French-speaking Enterprise of Brussels, both for this invitation to tender and for the subsequent CONTRACT.



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## **ARTICLE 7: GUARANTEE OF PROPER PERFORMANCE OF THE CONTRACT**

7.1 The SUPPLIER who enters into a contract, after his tender has been accepted, shall submit within ten days a certificate to the effect that an insurance policy has been taken out in his favour, together with a performance bond in the form of a bank guarantee of payment on first demand. These two documents will cover its liability as SUPPLIER for all claims for compensation for any damage that may have been caused by a manufacturing defect in the FUEL used under the CONTRACT, as well as its liability in the event of failure to supply.

The amount of the guarantee provided by the insurance must be at least seventy-five thousand (75,000) €, and the amount of the bank guarantee five thousand (5,000) €.

7.2 The purpose of the insurance cover is to guarantee the SUPPLIER's solvency in the event of the SUPPLIER's liability being established as a result of a court decision or an out-of-court settlement, or following an action involving the SUPPLIER's liability, and resulting in the obligation to compensate third parties.

7.3 A claim under the guarantee may be made by a simple letter from RACB SPORT to the guarantor bank, stating the contractual fault that justifies the claim under the guarantee.

On receipt of the said letter and without being able to invoke any exception of any kind, the guarantor bank must comply, without prejudice to the parties subsequently taking any legal action they deem appropriate.

The first demand guarantee described above may be called in whole or in part, on one or more occasions, by RACB Sport.

## **ARTICLE 8: TECHNICAL INSPECTION**

8.1 The SUBMISSION must contain very detailed technical documentation on all the qualities and particularities of the FUEL, in execution of the information contained in the technical regulations.

8.2 The CONTRACT will contain a clause:

- Providing for a test of each type of FUEL (at the SUPPLIER's expense), in particular to check their reliability;
- Providing for the written approval by RACB SPORT of a sample of one set per type of FUEL presented before the start of supplies;
- Conditions of organising technical checks, carried out on samples (FUEL used by PARTICIPANTS during the event concerned) taken during the event, comparing the characteristics of the FUEL distributed with those of the samples taken.

## **ARTICLE 9: FAILURE TO SUPPLY**

9.1 If the SUPPLIER is unable/no longer able to meet the demand of the PARTICIPANTS and is unable to meet the demand of the cars entered, he will be liable for all costs, damages, legal costs, etc., that his failure to do so may entail.

9.2 To this end, the SUPPLIER must present, when the CONTRACT is concluded, a certificate of insurance covering his liability in the event of failure to supply the necessary quality of FUEL for the BRC.

9.3 The CONTRACT will contain the following clause exempting the SUPPLIER from liability in the event of force majeure:

"Should the SUPPLIER be unable to supply the quantity of FUEL required to run the competition in accordance with the terms of the CONTRACT, the SUPPLIER will not be held liable if the reason for this failure is an event of force majeure, such as war, insurrection, earthquake, riot, or a shortage of raw materials, if such a shortage affects all the PARTICIPANTS and blocks the entire production of FUEL.



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A shortage of raw materials that does not affect the entire profession of the suppliers will not be considered as an event of force majeure, in the same way that strikes or social unrest that hinders the manufacture of FUEL in the factory supplying the SUPPLIER will not be considered as events of force majeure."

With the exception of the events of force majeure mentioned above, no other event will relieve the SUPPLIER of liability in the event of default.

#### **ARTICLE 10: SUBMISSION**

10.1 Tenders must be submitted in a sealed envelope marked: RACB SPORT, "BRC Fuel RACB Sport", Boulevard de la Woluwe 46 bte 4, 1200 Brussels, and must be delivered against receipt to the above address no later than Tuesday 03/12/2024 at 11.00 a.m.. No tender will be accepted after this time.

The tenderer must submit four copies of his tender, in a single envelope sealed by him and identified by him on the outside of the envelope.

10.2 On Tuesday 03/12/2024 at 11:30 a.m., at the same address, and in the presence of a representative appointed by RACB Sport, RACB Sport will open the bids at a public meeting.

Each bidder will be able to personally check the seals of each package before they are officially opened. Minutes will be drawn up of the operations, containing a summary description and mentioning any remarks made by those present.

10.3 RACB SPORT will award the CONTRACT to the bidder whom it considers to have submitted the most attractive offer overall, price being the first criterion, but not decisive in itself, RACB SPORT taking into account all the services offered, the technical characteristics and the budget for the promotion of the BRC 2024, 2025 and 2026.

10.4 The qualified bidder will be notified by email from RACB Sport no later than 13/12/2024. Other bidders will be simultaneously notified that their bid has not been successful.

Annexes :

- Annex I Minimal Requirements Fuel Delivery
- Annex II BRC 2025 Calendar

Contact details

RACB SPORT - Boulevard de la Woluwe, 46 bte 4 - 1200 Brussels - Belgium  
ad.sport@racb.com



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## Annex I Minimal Requirements Fuel Delivery

### Certification & Documentation

Suppliers must present their design and general lay out together with their proposal. This design and layout must contain the following items:

- ample (pre-)certification from a national institute like KIWA/VLAREM
- arrangements for an annual inspection by a certified agent to check conformity with main certificate
- a Risk Assessment & Evaluation (RI&E) report
- an ATEX zoning plan and equipment compliant with use in each zone
- Fuel Delivery area must be equipped with required ATEX signage
- If required by local municipalities, the use of the fuel delivery system at events should be granted in a permit. Supplier is responsible for acquiring this permit if needed.

### General requirements

- Fuel delivery system must be equipped with a fuel delivery line and fuel (vapor) return line. The connections between fuel container, fuel dispenser and car must not have any fuel to air connection.
- Any ventilation of fuel vapors from containers must dispersed at the legal distance from the fuel or its vapors.

### Fuel container (per fuel type)

- Fuels must be stored in the refuel area in steel containers with an up-to-date certification and ample protection against outside risks and damages such as collision.
- Fuel containers must have a spill capacity of 110% of the largest volume or an additional layer 'tank in tank' solution.
- Tanks must have a weight of at least 3000Kg when acting as a collision barrier and be positioned at ample distance from the dispenser

### Pump kit incl fuel dispenser

- The fuel dispenser should be ATEX approved and equipped with a vapor return system
- Situated on a weighted skid to provide additional collision protection
- All fuel lines for both fuel and fuel vapors should be equipped with: ATEX approved drybreak coupling, flame arrestors, anti-siphon valves
- Fuel couplings for fuel delivery in cars must be Staubli SPT12 coupling and regular nozzles.

### Earthing system

- An earthing system is present to dissipate static electricity and to provide equipotential bonding between the various elements of the fuel delivery system
- Lightning protection for the complete fuel delivery system must be installed
- Earthing values in Ohm should be as close to 10 Ohm as possible and certified per event

### Spill management

- At least 4 certified Spill Kits containing ample absorption materials and disposables to contain and dispatch spills
- An actualized Spill plan to contain and manage spills
- Fuel and Oil-resistant fuel spill mats, able to hold at least 70L per mat

### Collision protection

- The fuel delivery system must have ample collision protection barriers to prevent any damage to fuel lines and dispensers from approaching cars.