



Fédération internationale des échecs (FIDE)

Chess ID Game Viewer Call for Offers Procedure

1. Invitation to Submit Offers (ITSO)

- 1.1 The International Chess Federation (FIDE) seeks to unite all chess-related activities and services under one umbrella of Chess ID, a digital platform built on several components (modules) with an objective to collect chess activity data from various actors of the chess world (National Federations, players, tournament organizers, chess servers, commercial and business partners, chess fans, chess media, etc.) and to provide effective services and tools for the worldwide chess family.
- 1.2 The project was approved by the decisions of the Q2 2019 FIDE Presidential Board in Baku, Azerbaijan, and the May 2020 Online FIDE Council.
- 1.3 FIDE is opening a Call for Offers procedure to evaluate market conditions and to consider a possibility to grant a right to develop a software application that implements one of the components of the Chess ID system, (hereinafter “Game Viewer”).

2. General Provisions

- 2.1 FIDE shall evaluate offers in order to determine a submitter that produced the best offer (hereinafter – a winner) that might be granted a right to develop Game Viewer.
 - 2.2 FIDE has the right, but is not obliged, to enter into a contract with the winner.
 - 2.3 The winner’s obligations under such contract shall be:
 - to develop Game Viewer in compliance with the technical specifications published by FIDE in the present document;
 - to deliver the final version of the Game Viewer by the deadline and on budget agreed upon by the winner and FIDE;
 - to co-operate fully with FIDE in integration and acceptance testing for Game Viewer;
 - to provide free of charge maintenance and technical support for Game Viewer during the period of one (1) year after launch of the Game Viewer for public;
 - to transfer to FIDE all intellectual property rights and any other rights to Game Viewer, and to provide necessary support with FIDE rights registration (if necessary and applicable).
- This is not an exhaustive list of obligations.
- 2.4 All software developers are eligible to submit their offers to FIDE, subject to Qualification Criteria in Chapter 12.
 - 2.5 If an Agreement between FIDE and a winner is concluded, such Agreement can be terminated by a written notice given by either party at least six months in advance only if the other party has materially breached its obligations.
 - 2.6 Without prejudice to any other rights, FIDE shall have the right to terminate the concluded contract upon written notice to Winner(s) at any time if:

- (a) Winner fails to deliver any of the statements herein referred to, and if such default continues for a period of ten (10) days after written notice of such default is sent by FIDE and/or buyer to Winner and received by the Winner;
 - (b) Winner discontinues its business, Winner makes any assignment for the benefit of creditors, or files any petition under any present or future bankruptcy, reorganization or similar law, or files a voluntary petition in bankruptcy, or be adjudicated a bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy, or insolvency is appointed. In the event concluded contract upon the Call for Offers procedure is so terminated, Winner, its receivers, representatives, trustees, agents, administrators, successors and/or assigns shall have no right to sell, exploit or in any way deal with any of the designations, except with and under the special prior consent and instructions of FIDE, in writing, which they shall be obligated to follow;
 - (c) Winner fails to perform any other material term or condition of the concluded contract upon the Call for Offers procedure and does not completely rectify such a failure within thirty (30) days after notice.
- 2.7 Notwithstanding any termination or expiration of concluded contract, FIDE shall have and hereby reserves all rights and remedies which it has or which are granted to it by operation of law, to enjoin the unlawful or unauthorized use of the designations.
 - 2.8 After expiration or termination of the concluded contract upon the Call for Offers, Winner shall have no further rights to Game Viewer or the use of the FIDE logo.
 - 2.9 FIDE may refuse to conduct a Call for Offers at any time. FIDE is not obliged to specify any reason for such a refusal.
 - 2.10 This Call for Offers is not a tender and does not impose any obligation on FIDE.

3. The Call for Offers Documents

Each offer shall contain the following mandatory information:

- 3.1 The offer submitter's legal name, signatures and credentials (e.g., an extract from a company register).
- 3.2 The offer submitter's professional affiliations and permits, if any.
- 3.3 The offer submitter's commitment to develop Game Viewer in compliance with FIDE specifications published in the Call for Offers document.
- 3.4 An exact length of time, in days after the date of contract signing, that the offer submitter requires to develop Game Viewer and to deliver it to FIDE in a fully operational condition.
- 3.5 Payments from FIDE, in Euros, that the offer submitter requests for design, development, integration and acceptance testing, maintenance and technical support of Game Viewer in compliance with the present Call for Offers document.
- 3.6 The offer submitter's clear explanation of taxes and expenses. Offer submitters are required to indicate prices including expenses and all applicable taxes. For avoidance

- of doubt any and all prices shall be deemed specified including the tax amount unless otherwise expressly specified.
- 3.7 The offer submitter's commitment to transfer all rights, including intellectual property rights, for Game Viewer, to FIDE, free of any limitations and encumbrances.
 - 3.8 The offer submitter's declaration regarding the time they have been in the market, a number of full-time employees, and the yearly gross revenue for each of the last five (5) years.
 - 3.9 The offer submitter's Web site address.
 - 3.10 The offer submitter's software portfolio references.
 - 3.11 The offer submitter's declaration that neither they nor their chief officers, key managers, shareholders or subcontractors are on any sanctions list (OFAC, United Nations et al).
 - 3.12 A fully completed technical data sheet (TDS, see Section 15).
 - 3.13 The Call for Offers documents shall come in the electronic form.
 - 3.14 All Call for Offers documents and Annexes shall be submitted in English

4. Advanced Offer Features.

- 4.1 Offer Validity. The offer submitters shall keep their offers valid for a period of at least ninety (90 days), allowing time for evaluation of offers, and award of contract.
- 4.2 Partial offers. The offer submitter shall make an offer to comply with all requirements of the Call for Offers document. Partial offers are not accepted and will be excluded from the procedure.
- 4.3 Consortium. Two or more offer submitters may form a consortium and submit a joint offer to undertake the work. Such an offer must be submitted in the name of one member of the consortium. The lead offer submitter will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, FIDE. The lead offer submitter and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.
- 4.4 Subcontracting. Any intention to subcontract aspects of the contract must be specified in detail in the offer submitted. Information concerning the subcontractor must be covered with same degree of thoroughness as for the main offer submitter. In any event, the total responsibility for the contract remains with the main offer submitter. The main offer submitter shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the contract, and shall not in any way prejudice the implementation of any of its provisions.

5. Queries from Offer Submitters

- 5.1 During the call for offers period communication regarding the contents of the Invitation to Submit Offers (hereinafter: ITSO) are not permitted between the offer submitters and FIDE, except through the following method.
- 5.2 All queries from offer submitters shall be sent via e-mail to: viewerchessid@fide.com FIDE will make written responses available to all offer submitters. Sources of the queries will not be mentioned.

6. Amendments to ITSO documents

- 6.1 At any time before the deadline for submission of offers FIDE may, for any reason, whether on its own initiative or following a request for clarification by an offer submitter, modify the ITSO documents.
- 6.2 Amendments to ITSO documents will be internally approved and will be communicated to all offer submitters at the same time (e.g., by uploading amendments to the FIDE Web page). The communication shall be made in good time before the deadline for submission of offers in order for offer submitters to address changes in their offers. In certain cases amendments will justify an extension of the submission deadline.
- 6.3 Substantial changes to the requirements may call for restarting the Call for Offers.

7. Clarification from Offer Submitters

- 7.1 In general, offers are evaluated based upon the information provided in the offer. However, after the submission of offers clarifications to the offers are sometimes required from offer submitters in order to be able to conduct a proper evaluation process.
- 7.2 Clarifications to the contents of the offer may be sought, taking into consideration the principle of equal and fair treatment of offer submitters. The offer submitters shall not be allowed to change the contents of their offer but merely to provide missing historical or official documents or minor clarifications enabling the evaluation team to fully understand the offer in order to carry out a fair evaluation.
- 7.3 No change in the price or substance of the offer can be sought, offered or permitted, except as required in order to allow for correction of arithmetic errors discovered by FIDE. All requests for clarifications must include a reasonable deadline.
- 7.4 During clarification discussions no information about offers of other prospective offer submitters shall be divulged to the offer submitter.

- 7.5 The discussions can be organized either in the form of an in-person meeting or in the form of a written or electronic communication. Regardless of how the discussions are conducted, all discussions shall be summarized in writing, along with clarifications provided, and kept on file for future reference.

8. Offer Fee and Submission of Offers

- 8.1 Every Offer shall be accompanied by a non-refundable Offer Fee of 300 (three hundred) Euros payable to FIDE.
- 8.2 The due date for offer submissions is 12:00 (noon) UTC on August 24, 2020.
- 8.3 All offers should be submitted by the due date as e-mail messages to the FIDE Secretariat, e-mail address: office@fide.com. Each message has to contain an attachment with a password-encrypted archive file. This password shall be specified in plain text in the message body.
- 8.4 Each password-encrypted archive shall contain a proof of offer fee payment (see 8.1) and the offer documents in electronic form (see Section 3).
- 8.5 No late offer will be entertained.

9. Call for Offers Timeline

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| 9.1 | Call for Offers starts | August 10, 2020 |
| 9.2 | End of inquiry period for offer submitters | August 15, 2020. |
| 9.3 | FIDE publishes responses | August 19, 2020. |
| 9.4 | Deadline for offer submitters to submit offers | August 24, 2020. |
| 9.5 | The Offer Evaluation Committee presents an internal report | August 31, 2020. |
| 9.6 | FIDE announces the decision upon the result of offer evaluation | September 7, 2020. |
| 9.7 | Deadline for a winner to sign a contract if FIDE decided to conclude a contract | September 14, 2020. |

10. Opening of Offers

- 10.1 The opening of offers will be handled transparently in order to ensure that all offer submitters are treated in a fair and non-discriminatory manner. All offers will be opened immediately after the deadline for submission, or shortly thereafter.
- 10.2 The offer opening meeting will take place at FIDE Headquarters in Lausanne, Switzerland and will be documented.
- 10.3 The offer opening meeting will not be public and the offer submitters will not be allowed to participate.

- 10.4 The offer opening report will be signed by each member of the offer-opening panel, and kept on file for future reference.
- 10.5 An offer-opening report will contain:
 - the date and time of the opening,
 - the names of the members of the offer opening panel,
 - offer submitter's name and country,
 - comments on incomplete offer or other matters observed by the offer opening panel.
- 10.6 The report shall be available for viewing by offer submitters who submitted offers for a period of thirty (30) days from the date of the opening. No information that is not included in the offer opening report can be given to offer submitters.

11. Evaluation Methodology

- 11.1 The evaluation methodology used by FIDE for this ITSO is based on “the lowest-cost / highest-reward, substantially compliant offer” approach.
- 11.2 FIDE will determine which offers are substantially compliant, and will reject non-compliant offers. Compliance refers to whether or not the offer substantially meets the quantitatively and qualitatively defined criteria as per the requirements and other qualification criteria as stated in the ITSO documents.
- 11.3 FIDE will choose the lowest-cost / highest-reward offer among the substantially compliant offers. Various factors such as the offer submitter's track record, the development time, the full life-cycle costs and service costs will be taken into account.
- 11.4 All evaluation criteria used by FIDE are non-discriminatory.
- 11.5 FIDE will use three main categories of evaluation criteria: (1) formal and qualification, (2) technical and reputation, (3) financial.
- 11.6 Formal and qualification criteria allow checking for compliance with specific mandatory requirements in the present ITSO. Offers that do not meet the formal and qualification criteria will be rejected.
- 11.7 Technical and reputation criteria are derived from the requirements as well as from certain other conditions. FIDE has developed technical and reputation criteria for evaluation according to a weighted scoring.
- 11.8 Financial criteria include payments requested from FIDE, length of development cycle, etc. Each financial criterion is assigned a weight in the evaluation grid.

12. Evaluation Criteria and Award of Contract

- 12.1 An evaluation grid has been established based on all three groups of criteria.
 12.2 FIDE will define a minimum threshold, by group of technical criteria, beyond which an offer is rejected if its technical score is below the threshold.

Criteria	Weighting
Formal and Qualification	
Offers have been properly signed or include documents indicating that the offer is authentic	Non-compliance may lead to rejection
Offers have been remitted in due time	
Offers are accompanied by the required documentation	
Offers are complete	
Offers include evidence of acceptance by the offer submitter of the General Terms & Conditions of Contract	
The offer submitter has been in the market for no less than five (5) years.	
The offer submitter has at least twenty (20) full-time employees	
The offer submitter's average yearly gross revenue is no less than US\$1 million.	
The offer submitter has a functioning Web site.	
The offer submitter presented its portfolio references.	
The offer submitter is not on any sanctions list.	
Technical and Reputation	
Reputation of the offer submitter and of the offer submitter's products	10%
Quality of the offer submitter's products	10%
Aggregate technical score based on the TDS	40%
Total, Technical	60%
Financial	
Total elapsed time the Offer submitter requires for to develop and deliver Game Viewer to FIDE	10%
Total payments from FIDE the offer submitter requests	30%
Total, Financial	40%
Grand Total	100%

- 12.3 An offer with the higher total score calculated according to the evaluation grid will be declared a winner. Other offers with lesser scores, but relevant minimum and maximum technical and financial criteria established by FIDE in its sole discretion can also be declared winners.
- 12.4 FIDE is committed to protecting and promoting fair market competition, as well as encouraging new entrants and the innovative solutions. FIDE explicitly seeks to prevent any company from establishing a monopoly in the marketplace.
- 12.5 **FIDE retains the right to accept any offer and to reject any or all offers.** If FIDE rejects all offers, it may, in its own discretion, return offer fees, in full or in part.

13. The Offer Evaluation Committee

- 13.1 The Offer Evaluation Committee for Chess ID Game Viewer includes the following members:
- Victor Bologan, FIDE Executive Director;
 - Alexander Turkot, Managing Partner, Maxfield Capital; Head, Chess ID Steering Committee;
 - Vadim Tsypin, FIDE Management Board Secretary;
 - Marco Verdoia, Member, Chess ID Steering Committee.
- 13.2 The internal report of the Offer Evaluation Committee and its conclusions regarding the best offer have to be approved by the FIDE Management Board.

14. Request for Proposals (RFP)

- 14.1 A separate Request for Proposals (RFP) document (see Annex 1) lists objectives, general and specific requirements that an offer submitter shall comply with for design and development of Game Viewer.

15. Technical Data Sheet (TDS)

- 15.1 As stated in Section 3, a Technical Data Sheet shall be completed by an offer submitter (See Annex 2). All questions are mandatory.

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