

Tele : 9810205181

ALL INDIA CHESS FEDERATION
Hall No. 70, Jawahar Lal Nehru Stadium
Periamet
CHENNAI-600003
TAMIL NADU

AICF/Tender/CHESS SETS/2023

23-09-2023

INVITATION OF TECHNO-COMMERCIAL BIDS FOR PURCHASE OF CHESS SETS

Request for Proposal (RFP)

1 **All India Chess Federation** invites bids in sealed cover for the supply of CHESS SETS in Part II of this RFP. Please super scribe the above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-

(a)	Bids/Queries to be addressed to	ALL INDIA CHESS FEDERATION Hall No. 70, Jawaharlal Nehru Stadium Periamet CHENNAI – 600 003 TAMILNADU
(b)	Postal address for sending the bids	ALL INDIA CHESS FEDERATION Hall No. 70, Jawaharlal Nehru Stadium Periamet CHENNAI – 600 003 TAMILNADU
(c)	Name/designation of the contactpersonnel	ALL INDIA CHESS FEDERATION Hall No. 70, Jawaharlal Nehru Stadium Periamet CHENNAI – 600 003 TAMILNADU
(d)	Telephone numbers of the contact personnel	9810205181

3. This RFP is divided into following five Parts :-

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the

right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. The Bidders are requested to strictly adhere to guidelines for filling up the quotations stated at **Para-17 of Part-IV of this RFP**. The sellers are requested to authenticate each page of the RFP before submitting the same and ensure that there is **No (R) No overwriting on the rates quoted**. Rates are to be quoted **both in Figures as well as in Words**. The sellers are required to check the following before submission of their offer against subject RFP:-

Sl No	DETAILS	YES/NO
(i)	Have you read and understood all the clauses mentioned in Pt-I to Pt-V of RFP?	
(ii)	Have you filled the bids in clear terms?	
(iii)	Is there any deviation from the Terms & Conditions of RFP?	
(iv)	If (iii) is yes, have you listed out the deviations?	
(v)	Are you submitting bids in time?	
(vi)	Do you agree to provide Performance Guarantee as per clause 1 of Part-IV to RFP?	
(vii)	Have you provided details on e-payment?	
(viii)	Have you attached a blank cancelled cheque?	
(ix)	Have you signed and stamped on each page of RFP for authentication?	

PART I

GENERAL INFORMATION

1. **Last date and time for depositing the Bids: Last date for submission of sealed bids will be at 1400 hrs on 28th May 2022** The responsibility to ensure this lies with the Bidder. The date will be as below:

<i>Bid issue date</i>	23 rd September 2023
<i>Pre bid date</i>	12 th October 2023
<i>Bid submission date</i>	23 rd October 2023 (up to 1100 hrs)
<i>Bid opening date</i>	23 rd October 2023 (1400 hrs)
<i>Presentation date</i>	23 rd October 2023
<i>Financial bid opening</i>	23 rd October 2023

2. **Manner of depositing the Bids:** Sealed Bids should be deposited in the tender box available at the 'Organising Committee Office Reception' marked as **BIDS FOR SUPPLY OF CHESS SETS** or sent by registered post at the address given above so as to reach by the due date and time. **Late tenders will not be considered**. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of Bids:** The tenders will be opened on same date as stated above at **1400 hrs on 23rd October 2023**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

Location of the Tender Box: ALL INDIA CHESS FEDERATION, Hall No. 70, Jawahar Lal Nehru Stadium, Periamet, CHENNAI-600003 (TAMIL NADU)

4. **Place of opening of the Bids:** ALL INDIA CHESS FEDERATION, Hall No. 70, Jawahar Lal Nehru Stadium, Periamet, CHENNAI-600003 (TAMIL NADU). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

5. **Forwarding of Bids –** The OTE will be of **Two Bid system**. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account, if applicable, etc and complete postal, telephone number & e-mail address of their office.

6. **Pre-Bid Meeting:** The online pre-bidding meeting will be held on 12th October 2023 at 1200 hrs. Link of the meeting would be shared to all bidders.

7. **Tender Fee:** The tender documents can be downloaded from **www.aicf.in**. The form should be submitted along with a demand draft of **Rs 250/- (Rupees Two hundred Fifty only)** in favour of ALL INDIA CHESS FEDERATION payable at New Delhi

8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the

Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email to indianchessfed@gmail.com but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the Buyer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.

12. **Validity of Bids:** The Bids should remain valid till 120 days from the last date of submission of the Tech Bids (As the item required urgently).

13. **Earnest Money Deposit:** – Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 2,00,000/- (Rupees Two Lakh only) along with their Technical Bids**. The EMD may be submitted in the form of an **Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from anyof the public sector banks or a private sector bank authorized to conduct Governmentbusiness**. Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee should be drawn in favour of **ALL INDIA CHESS FEDERATION payable at NEW DELHI**. EMD is to remain valid for a period of **forty-five days beyond the final bid validity period**. The Bidders holding MSME certificate will be exempted from the payment of Earnest money deposit. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, **after the receipt of Performance Security** from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Qualification Requirements for Participation:-**

SI No	Qualification Requirement	YES/NO (Proof to be attached)
(a)	The Applicant should have the experience of minimum 3 years in the field of similar business.	
(b)	The Applicant should have achieved average annual turnover of at least Rs.50.00 lac of any 3 financial years during the last 4 FY from Similar Works (FY 2019-20, 2020-21, 2021-22 & 2022-23) .	
(c)	The Applicant should have a Registered Office in India.	

(d)	The Applicant should have registered GST	
	The Applicant should have positive net worth as on 31 March 2023 (C.A Certificate)	
(e)	The Applicant should have successfully completed similar work amounting to Rs. 20 lakh or more during the last 5 years. Copies of work order/ Completion certificate need to be furnished in the respect of the same. *	
(f)	The Applicant should not have been black-listed or currently be in the process of being black-listed by any Government Departments, Undertakings and Agencies in India	
(g)	Submission of EMD by DD for an amount of Rs. 2,00,000/- in favour of ALL INDIA CHESS FEDERATION payable at NEW DELHI	

* The cost should be exclusive of GST/Taxes

Definition of similar works: Similar/Eligible works/events are defined as –

1. Supply of items for Educational Institutions/Government Departments/PSU & Autonomous bodies/NSF.
2. **Schedule of Requirements** – The schedule of requirement is as follows:-

Sl No	Specification Required	Specification Offered
(a)	CHESS SET (COMPLETE with pouch) as per FIDE specifications. Weight of pcs should be min. 450 gm. Material: Plastic. LOGO of AICF to be printed on Chess Board & Pouch.	

*Quantity of items as mentioned in the price bid

3. **Essential Terms & Conditions:-**

The Buyer reserves the right to ask for the **sample of items and presentation** during **Technical Evaluation** if it so desires. The models will have to be submitted for evaluation at buyer's premises at the **Vendor's cost** and **No Commitment basis**.

4. **Technical Details :-**

- | | | | |
|-----|--|---|--------------------------------|
| (a) | Specifications/Drawings/Sample | : | To be attached |
| (b) | Qualification Requirements for Participation | : | As stated at Para 1 of Part II |
| (c) | Technical details with technical parameters | : | As stated at Para 2 of Part II |
| (d) | Requirement of installation/commissioning | : | YES. PAN INDIA |
| (e) | Any other details, as considered necessary | : | Yes |

5. **Delivery Period** - Delivery period for supply of items would be **60 days** from the effective date of supply order. Please note that supply order can be cancelled unilaterally by the Buyer in case the production is not started within 10 days after issue of supply order and completed within the contracted delivery period. Extension of contracted delivery period will be at the sole

discretion of the Buyer, with applicability of LD clause.

6. **Terms Of Delivery:** - The services/goods/ stores/ articles/equipment shall be **Supplied satisfactorily to all states/U.T at the address to be given to successful bidder.**

7. **Bill details:** ALL INDIA CHESS FEDERATION, 101. A Block, First Floor, Naurang House, K.G.Marg, New Delhi-110001

PART III

STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of his acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** Any contract, when not signed by both parties, namely the Buyer and the Seller, is deemed to come into force with the acceptance of the tender as per mutually agreed terms and conditions contained in the RFP and the firm's offer. However, in the case of supply orders, the firm should check the supply order and convey acceptance of the same within seven days of receipt of the supply order. If such an acceptance or communication conveying their objection to certain parts of the contract is not received within the stipulated period, the supply order is deemed to have been fully accepted by the firm.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary

information/ inspection of the relevant financial documents/information.

6. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **0.5%** of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

8. Termination of Contract: A contract may be terminated in the following circumstances:-

(a) When the supplier fails to honour any part of the contract including failure to deliver the contracted stores/render service in time.

(b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.

(c) When both parties mutually agree to terminate the contract.

(d) When the item offered by the supplier repeatedly fails in the inspection and / or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

(e) The Seller is declared bankrupt or becomes insolvent.

(f) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(g) As per decision of the Arbitration Tribunal.

(h) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.

9. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

12. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Taxes and Duties:-**

(a) General

(i) If Bidder desires to ask for the taxes or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee:** -The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Public Sector Bank or a Private Sector Bank authorized to conduct Government business (e.g. ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10%** of the contract value within **10 days** of receipt of the confirmed order. Performance Bank Guarantee should be valid up to **60 days** beyond the date of warranty.

2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional **50%** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer can order upto **50%** quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the

discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **20%** plus/minus increase or decrease the quantity of the required services/goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4B. **Foreclosure Clause** – In case the event is called off or stopped in middle due to covid or any other force majeure conditions. The bidder will be compensated as per the provisions of the Indian contract act as per the relevant selections.

5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS. The payment will be made as per the following terms, on production of the requisite documents.

- Payment of 25% of the total amount as Mobilization advance after the submission of performance guarantee
- Payment of 25% after delivery of items.
- Balance 50% on after verification of materials and fulfilling payment clause of RFP.

6. **Paying Authority** : ALL INDIA CHESS FEDERATION.

(a) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Inspection note.
- (iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (v) Exemption certificate for Excise duty / Customs duty, if applicable.
- (vi) Guarantee / Warranty certificate.
- (vii) Performance Bank guarantee/Indemnity bond where applicable.
- (viii) Delivery Period extension letter, where required indicating whether extension is with or without LD (Liquidated Damages).
- (ix) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (x) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xi) User Acceptance.

7. **Risk & Expense clause –**

(a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 10 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done at the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 10 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 25% of the value of the contract.

8. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder:-

The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation /alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within 10 days of affecting such up gradation/alterations.

9. **Transportation:** By Road/Rail at Seller's expense.

10. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

11. **Quality Assurance:** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

12. **Inspection Authority:** The inspection will be carried out by AICF.

13. **Warranty –**

(a) The following Warranty will form part of the contract placed on the successful Bidder -

(i) Except as otherwise provided in the invitation to tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **onsite 03 months comprehensive warranty** (including consumables of all kinds) from the date of delivery of the said goods stores/articles to the Buyer and that Notwithstanding the fact that the Buyer may have inspected and/or approved the said services/goods/ stores/articles.

(ii) If during the aforesaid period of 3 months the said services/goods/ stores/ articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period **but not later than 10 days of reporting such defect**, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

14. **WITH HOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the seller the purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security. If any, deposited by the seller and for the purpose, aforesaid, the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the **same** pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the seller, the purchaser shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum **or** sums found payable or which at any time thereafter may become payable to the seller under the same contract or any other contract with the purchaser or adjudication of any such claim.

15. **LAWS GOVERNING THE CONTRACT:-**

(a) This contract shall be governed by the laws of India for the time being in force.

(b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

(c) **Jurisdiction of Courts:** The courts at NEW DELHI shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

16. If the seller fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the purchaser to claim the amount as agreed in the indemnity bond furnished by the seller. Same as aforesaid, if the seller duly performs and completes the contract in all respect and presents absolute **"NO DEMAND CERTIFICATE"** in the prescribed form and returns in good conditions, the specifications, drawing and samples or other property belonging to the purchaser, the Purchaser shall return Indemnity Bond to the

seller after claiming and having adjusted all dues and other expenses that the purchaser may have incurred and all dues and other moneys including all losses and damages which the purchaser is entitled to recover from the seller.

17. **GUIDE LINES TO VENDORS FOR FILLING UP THE QUOTATIONS:-** The following points are suggested to ensure non-rejection of quotation due to errors generally committed while filling the quotation form:-

(a) **Tech bid of this RFP is to be placed in separate sealed envelope and price bid in a separate sealed envelope. Both the envelopes are to be put in another sealed envelope.**

Note: In case Tech bid & Price Bid is placed together in single envelope, the bid shall be liable for rejection.

(b) No (R) No over writing is allowed in the rates once quoted. However, if the rate is to be amended, the old rate be **encircled** and new rate quoted separately duly authenticated by the seller.

(c) Tender number invariably be quoted with date. In case the Tender number is given as NIL the date column is required to be filled.

(d) In case the rates are not quoted on the quotation form forwarded by us, the same can be quoted on firm's letterhead provided the date of filling up the quotation and all relevant information are given.

(e) Separate letters suggesting changes in rates quoted on the letterhead or the quotation form, whether upward or downward, will not be accepted after opening of quotations as per scheduled time and date and also may lead to rejection of quotation.

(f) All the clauses of Tech Bid and Price Bid are to be filled and the RFP should be returned duly sealed and signed on all pages.

(g) Bids should be forwarded by bidders under their original memo / letter pad inter alia furnishing details like TIN, GST number, Bank address with NEFT Account, if applicable, etc and complete postal & e-mail address of their office.

(h) Clause 4 of part II, clause-by-clause compliance is to be filled and submitted along with Technical Bid.

(i) Valid Registration certificate is to be attached with Tech Bid.

(j) PAN No of firm/Proprietor, Bank Account No and Cancelled Cheque are to be attached.

(k) Past Performance statement is to be attached along with Tech Bid.

(l) All the pages of RFP are to be signed and stamped by the authorized signatory of your firm.

(m) Pre-receipted Challan for release of EMD to be filled and attached along with Price Bid.

(n) DD/Bankers cheque of EMD and tender cost to be enclosed with Technical bid.

PART V : EVALUATION CRITERIA & PRICE BID

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-

EVALUATION OF BIDS

3.1 Opening & Evaluation of Bids

3.1.1 The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of (i) Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

3.1.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.

3.2.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted.

If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non –responsive

3.2.2 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

3.2.3 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.

3.2.4 The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the RFP for presentation.

3.3 Short listing of Bidders.

- a) The Bidder shall be shortlisted on the basis of scoring obtained.
- b) The minimum qualifying marks shall be 70 out of 100 marks.
- c) The segregation of marks shall be as follows:

Sr. No.	Requirements	Marks
A	Financial Strength Related	25
AI	Average annual turnover of at least Rs.50.00 lacs of any 3 financial years from Similar works during the last 4 FY (FY 2019-20, 2020-21, 2021-22 & 2022-23)	15
I.	<ul style="list-style-type: none"> Upto Rs. 50.00 lacs 	05
II.	<ul style="list-style-type: none"> Rs. 50.00 lac to 1.00 crore 	10
III.	<ul style="list-style-type: none"> Rs. More than 1 crores 	15
AII	<u>The Bidder shall have positive Net Worth as on 31st March 2023.</u>	10
I.	<ul style="list-style-type: none"> Rs. 10 lakh 	3
II.	<ul style="list-style-type: none"> Above Rs. 10.00 lac and below 25 lac 	5
III.	<ul style="list-style-type: none"> Rs. 25 lac and above 	10
B	Similar Project Experience	25
B1	Number of Similar Works during the last 5 financial years Up to 5 works 5 marks 5 to 8 works 10 marks More than 8 works 15 marks	15
B2	Work executed of similar nature for Central govt/ State govt./NSF for more than Rs 20 lakh during the last 5 years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23)	10
C	Concept plan and methodology / strategy to proceed with the project	50
I.	Sample, Presentation on Approach and Methodology along with innovation, Team plan, strength & uniqueness in planning & implementation.	40
II.	Work Plan & Timeline	10
	Total (A+B+C)	100

Definition of Similar Works:

Definition of similar works: Similar/Eligible works/events are defined as –

1. Supply of items for Educational Institutions/Government Departments/PSU & Autonomous bodies/NSFs

Evaluation Methodology

Price Bid of only those bidders, who achieve a minimum benchmark score of 70 marks above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 80:20. The Selected bidder shall be the first ranked bidder (having the highest combined score) in the technical evaluation shall be opened and evaluated on QCBS Basis of 80:20: The agency which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event.

After the technical evaluation (quality) is completed, Department shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Scope of work and the financial proposals of such bidders will be returned unopened after the signature of the contract. Authority shall simultaneously notify the agencies that have secured the minimum qualifying mark, the date, time and place set for opening the financial proposals or as mentioned in the RFP, to enable the agencies to attend the opening of the financial proposals. The financial proposals shall be opened publicly in the presence of representatives of the agencies who choose to attend. The name of the agencies, the technical points, and the prices quoted shall be read out by Authority. The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals shall be computed as follows: $Sf = 100 \times Fm/F$ Where F= amount of financial proposal Combined Quality and Cost Evaluation The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows: $S = St \times Tw + Sf \times Fw$ Where S = total score St = combined technical score Sf = combined financial score Tw= weight assigned to technical score i.e. 0.80 Fw= weight assigned to financial score i.e. .20 The successful bidder shall be the bidder having the highest score. In the event two or more bidder have same score in the final ranking, the bidder with higher/highest combined score shall be considered as successful bidder. In case two or more bidder have same score in the final ranking and combine score, the bidder with higher/ highest turnover in preceding year shall be considered as successful bidder. The firm obtaining the highest total score shall be the successful bidder.

Bidders are required to spell out the rates of tax in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.

If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

Any other criteria as applicable to suit a particular case.

Sl No	Description	Qty	Total Cost	GST	Any other taxes	Any other charges	Total Amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01	CHESS SET (COMPLETE with pouch) as per FIDE specifications. Weight of pcs should be min. 450 gm. Material: Plastic LOGO of AICF to be printed on Chess Board & Pouch.	7000 sets					

Rupees (in words)

1. QUOTES:-

(a) Please quote rates in figures as well as in words. In case of difference between the two, the rate in words shall be treated as final.

(b) Price Bid envelope is to be dispatched in a single sealed envelope. The Prices to be quoted exclusive of GST.

(C) Prices should be inclusive of FREIGHT.

(d) Any other charges if applicable may please be specified clearly.